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"THE OUDE QUESTION"

STATED AND CONSIDERED.

“ THE OUDE QUESTION ”

STATED AND CONSIDERED ;

WITH REFERENCES TO PUBLISHED
OFFICIAL DOCUMENTS.

BY

WILLIAM P. HALE, ESQ.,
OF THE MIDDLE TEMPLE, BARRISTER-AT-LAW.

“ He who goeth about to persuade a multitude that they are not so well governed as they ought to be, shall never want attentive and favourable hearers.”—*Hooker, Eccl. Pol., lib. i. c. 1.*

LONDON:
SMITH AND CO., 157, STRAND.
1857.



"THE OUDE QUESTION."

"WHERE is Oude?" and "What is the Oude Question?" are queries now frequent amongst those by whom the topics of the day are more often discussed than understood. The advent to England of the widowed mother of an Eastern Monarch who has been deposed from his hereditary throne by the virtual exercise of our national power in India, is a circumstance in our social history uncommon, if not unprecedented. The very concomitants of her travel, the numerous retinue, the guarded seclusion of the female members of the Oriental Court now in England, the peculiar habiliments (to English eyes) of those chiefs or members of the retinue who occasionally appear in public, all combine to raise public curiosity. The results of this natural inquisitiveness, inflamed, as it has undoubtedly been, by articles in the columns both of the daily press, and also of other periodicals, concentrate themselves generally in the secret proposition of the two questions we have quoted above. To furnish a fair, full, and efficient reply to such queries, is now our object. And if our readers will patiently bear with certain comparatively dry details, we have no fear of eventually convincing them that the old adage of truth being stranger than fiction holds as good now as it did in the days when from experience it was first propounded.

"Where is Oude?" The first question shall be first

answered. If we trace the course of the Ganges upwards from the sea, we shall find that the river, after quitting the lowlands of the Delta, formed by its numerous mouths, trends considerably, indeed almost directly, to the north west.

Still ascending the river, we pass the sacred city of Benares, and at Allahabad, distant about 400 miles direct from Calcutta, we reach the junction of the two great streams, the Jumna and the Ganges. The course of the former lies toward the west, while the Ganges has its sources in a more northerly direction.

Between Allahabad and the sea, the downward course of the Ganges lies through the once so-called provinces of Behar and Bengal; but about thirty miles north of Allahabad the northern bank of the river Ganges strikes the southern boundary of the Kingdom of Oude. The course of the river forms, for about two hundred miles, the south-western boundary of the Oudian territory. The north-eastern limit of Oude is marked by an offshoot of the great chain of the Himalayas, and whilst the northern and southern frontiers inclose between them a distance of somewhat over two hundred and fifty miles, the distance between the Ganges and the Himalayan branch may be reckoned at one hundred and eighty miles. The country of Rohilcund bounds Oude on the north, and, according to the Post-office authorities, Lucknow, the capital of Oude, is distant from Calcutta, 619 miles.

Thus far we have stated where Oude is, and so have endeavoured to answer the first query; but now comes the second interrogation, to which an answer must be given, "What is the Oude question?"

"The Oude question," then, is simply this *in statement* :
 "Was or was not the Kingdom of Oude annexed, under circumstances which, in fairness, equity, honesty, or justice, warranted the measure then adopted?"

Some of our readers may possibly not be acquainted with the full meaning of the term "annexation." It shall

be explained by the words of Lord Dalhousie himself, as contained in a draft proclamation sent by him to the Resident at Lucknow, and afterwards by him published on the 7th of February, 1856* :—

“ The Government of the territories of Oude is henceforth vested exclusively, and for ever, in the Honourable East India Company.”

Annexation is in fact the assumption by Might of the property belonging to Right, that property to be dealt with exactly as Might may choose, without the slightest regard being given to the claims of Right, either individually or collectively, in the abstract or in the concrete.

But as it is clear that in all cases of annexation there must be two parties concerned, namely those who have property liable to annexation, and those who have power to annex it, we trust we may be excused for becoming very shortly discursive upon the earliest histories of the two parties concerned in this transaction, namely the Nawaubs (or, as they were termed in later years, the Kings) of Oude, and the East India Company.

We have endeavoured to make clear to our readers where Oude is. We wish to give them an equally brief sketch of its earliest rulers.

And here we most gratefully avail ourselves of the words which have been penned by one of the ablest writers upon India whom our age can boast, Thomas Babington Macaulay† :—

“ The Empire which Baber and his Moguls reared in the sixteenth century,” he says, speaking of the ancient Kingdom of Hindostan, “ was long one of the most extensive and splendid in the world. . . . Some of the great viceroys who held their posts by virtue of Commissions from the Mogul, ruled as many subjects as the King of France, or the Emperor of Germany. Even the deputies of these deputies might well rank, as

* Blue-book of Papers relating to Oude, 1855, pp. 256, 295.

† Macaulay's “ Essays,” vol. iii., p. 118.

“to extent of territory and amount of revenue, with the Grand Duke of Tuscany, or the Elector of Saxony.”

Afterwards, speaking of the results of the death of Aurungzebe, the same distinguished scholar remarks * :—

“Wherever the Viceroys of the Mogul retained authority they became sovereigns. They might still acknowledge in words the superiority of the House of Tamerlane; as a Count of Flanders or a Duke of Burgundy might have acknowledged the superiority of the most helpless driveller among the later Carlovingsians. They might occasionally send to their titular sovereign a complimentary present, or solicit from him a title of honour. In truth, however, they were no longer lieutenants removable at pleasure, but independent *hereditary* princes. In this way originated those great Mussulman houses, which formerly ruled Bengal and the Carnatic, and those which still,” (written in 1840,) “though in a state of vassalage, exercise some of the powers of royalty at Lucknow and Hyderabad.”

Lucknow, just mentioned, was the capital and residence of the Nawaubs of Oude, and still is the capital of that province. As the original collision between the East India Company and the reigning authorities of Oude arose, from the early struggles of the Company in Bengal, with the still existing soubadars or viceroys of the Emperor of Delhi, and as it took place as late as the year 1764, very nearly fifty years after the death of Aurungzebe, we have perhaps shown sufficiently to our readers the originally potential character of those native rulers, one of whose descendants at least plays so active a part in the drama we are to unfold.

And now as to the early history of the other party to the annexation, the East India Company. Queen Elizabeth, in 1601, first granted a charter to a Company of merchants, to trade to the East Indies. In 1634 this Company obtained an Imperial Firman from the Emperor

* Ibid, p. 122.

Shah Jehan to trade with Bengal by sea, and establish a factory. In 1652 permission was granted to the Company by the same Prince to trade throughout the province of Bengal. In 1699 Fort William was completed, on the land where Calcutta also now stands, and the Company, under Imperial confirmation, continued to conduct their commercial affairs with success until 1756, when Seraj-ood-Dowlah, then Soubadar of Bengal, in consequence of a quarrel with the Governor, Drake, attacked and captured Calcutta. Calcutta was re-taken on the 2d of January, 1757, and Seraj-ood-Dowlah, marching against Lord Clive, was utterly defeated, and the first treaty was concluded between the Company and the Soubadar of Bengal.

In the same year, at the battle of Plassey, the power of Seraj-ood-Dowlah was destroyed, and Meer Jaffier Ali was installed as Soubadar; he was removed three years afterwards on the plea of incompetency, and Meer Cossim Ali Khan was installed in his stead. In 1763, however, Cossim Ali was deposed, and Meer Jaffier reinstated. Cossim Ali fled to, and allied himself with, Soojah-ood-Dowlah, the then Vizier* of Oude, who, after a series of reverses, came to his final overthrow on the field of Buxar, 23d October, 1764, a defeat which laid the power of the Nawaub of Oude at the feet of the Company.

It is right here to state that the treaties of which we shall subsequently have to give abstracts, or from which we shall have to extract paragraphs, are quoted from a Blue-book, which forms the return to an order of the House of Lords, dated 16th June, 1853, for "Copies of the Treaties and Engagements between the East India Company and the Native Powers in Asia." Such a source of information must be regarded as sufficiently authentic.

* The terms Nawaub and Vizier may be regarded as identical in respect of rank, the one being of Mahomedan and the other of Hindoo origin.

It was in the month of May, subsequent to the battle of Buxar, that the great Lord Clive landed in Calcutta, on his last return from England. In the following October, the first treaty actually made between the Nawaub of Oude and the East India Company was signed. It bears date 16th October, 1765, and the following are the principal provisions contained therein:—By Article 1, “a perpetual and universal peace, sincere friendship, and firm union shall be established between his Highness Soojah-ood-Dowlah and his *heirs* on the one part, and his Excellency Nudjeem-ood-Dowlah and the East India Company on the other; and everything shall be carefully avoided which might hereafter prejudice the union now happily established.” The Nawaub further binds himself (art. 2), in case of his employing the Company’s troops, to defray the extraordinary expenses of the same, and (art. 3) never to receive the fugitive Cossim Ali. The Emperor of Delhi is by the 4th article maintained in his possession of Corah and portions of Allahabad, districts lying to the south and east of the present kingdom of Oude; and the Nawaub, by art. 7, has restored to him the countries of Benares and Ghuzeeppore, which lie still lower down on the Ganges. The 6th article of the treaty is very important, not only as a result of the war which had just terminated, but as bearing a character which, more or less directly, pervades every subsequent treaty made between the Nawaubs of Oude and the Company—namely, the pecuniary benefit of the latter. By this article the Nawaub is bound, “in consideration of the great expense incurred by the English Company in carrying on the late war, to pay them fifty lakhs* of rupees (500,000*l.*), in thirteen months;” and, as security for this payment, the strong fort of Chunar, or Chunargur, situated on the Ganges, between Benares and

* It may be convenient here to state that a *lakh* of rupees is equal to ten thousand pounds, and a *crore* of rupees is equal to one million sterling.

Allahabad, was to be occupied by the British troops, until the liability thus created had been fully discharged. In 1767, Lord Clive finally quitted Bengal, and in the following year the Nawaub of Oude having been accused, though unjustly, of levying troops, had to consent to an explanatory clause being added to the Treaty of 1765, by which he was bound to restrict his military force to thirty-five thousand men of all arms. (Nov. 29, 1768.) The money promised by the above-mentioned treaty was duly paid, and Chunargur given up by the British. In 1771, the Emperor of Delhi quitted Allahabad, and he then made over that fortress to the Nawaub or Vizier of Oude. These two important fortresses commanding the Ganges attracted the notice of the Court of Directors in England, and they repeatedly pressed upon the attention of the Government of India the importance of obtaining possession of them. This was at length effected, and on the 20th of March, 1772, an agreement was effected by which the Fort of Chunargur was delivered up by the Nawaub to the Company, and it was also agreed that the Fort of Allahabad should be occupied by the Company's troops. The alleged ground and reasons for this last measure are somewhat peculiar. The measure is stated, in the agreement just mentioned, to have been taken "the better to enable the East India Company to assist his Highness with their forces for the preservation of his dominions conformably to the existing treaty." The danger which was supposed to exist to the Nawaub arose, it is said, from the position of the Mahrattas, then threatening Oude through Rohilcund. Now, as Rohilcund lies to the north of Oude, it is somewhat difficult to discover the immediate assistance rendered to the Nawaub of Oude against enemies in Rohilcund by the occupation of fortresses lying some distance to the south of the Nawaub's territory. Whatever the real cause may have been of the Company's anxiety to obtain possession of these two fortresses, they perfectly succeeded in their desires.

We have already stated that Lord Clive finally quitted India in 1767. Five years subsequently, namely, in 1772, the Government of Bengal passed into the hands of an Englishman destined to play a very conspicuous part in the history of India,—we mean Warren Hastings. In speaking of Hastings' transactions with Soojah-ood-Dowlah and the succeeding Nawaubs of Oude, we have borrowed in many places the language of the eminent historian we have already mentioned, Mr. Macaulay, as found in his admirable essay upon Warren Hastings, in the third volume of his *Critical and Historical Essays*.

At the period of Hastings' assuming the Government of Bengal, the East India Company were hard pressed for money. They were desirous of maintaining and extending their Indian empire, and at the same time felt the paramount necessity of sustaining the rate of the dividends of their English Proprietary. The chief business of the chief English Governor in India, therefore, was to provide funds for repeated and immediate transmission home. Hence it happened sometimes that a man placed in Hastings' position, "with an empty treasury, with an "unpaid army, with his own salary often in arrears, with "deficient crops, with Government tenants daily running "away, was called upon to remit home another half-"million without fail." Money, in short, must be had, and the richest provinces that still remained independent must be looked to for the necessary supplies.

"The Company had bound itself," says Mr. Macaulay,* "to pay near three hundred thousand pounds a-year to "the Great Mogul, as a mark of homage for the provinces which he had intrusted to their care; and they "had ceded to him the districts of Corah and Allahabad. "On the plea that the Mogul was not really independent, "but merely a tool in the hands of others, Hastings determined to retract these concessions. He accordingly "declared that the English would pay no more tribute,

* Vol. iii., p. 352.

“ and sent troops to occupy Allahabad and Corah. The
“ situation of these places was such that there would be
“ little advantage and great expense in retaining them.
“ Hastings, who wanted money and not territory, deter-
“ mined to sell them. A purchaser was not wanting.
“ The rich provinces of Oude had, in the general dissolu-
“ tion of the Mogul Empire, fallen to the share of the
“ great Mussulman house by which it is still governed.
“ . . . Sujah Dowlah, then Nabob Vizier (of Oude),
“ was on excellent terms with the English. He had a
“ large treasure. Allahabad and Corah were so situated
“ that they might be of use to him, and could be of none
“ to the Company. The buyer and seller soon came to
“ an understanding; and the provinces which had been
“ torn from the Mogul were made over to the Govern-
“ ment of Oude for about half-a-million sterling.”

Such was the real history of the treaty which stands next in the Parliamentary Blue-book before mentioned (p. 56). The treaty consists of two articles; the first takes away the Corah and Allahabad districts from the Mogul, and gives them to the Nawaub of Oude, to be possessed by him “ in the same manner as the province of
“ Oude and the other dominions of the Vizier are pos-
“ sessed by him, for ever.” The conditions of this transfer are appended to the first article of the treaty (*Blue-book*, p. 57), and are (as Mr. Macaulay has observed), that the Nawaub “ shall pay to the Company fifty lakhs of sicca
“ rupees, according to the currency of the province of
“ Oude.” Part of this sum was to be paid in ready cash, and the rest in the course of two years.

The second article of this treaty of the 7th day of September, 1773, states that, “ to prevent any disputes arising
“ concerning the payments which shall be made by the
“ Vizier, for the expenses of the Company’s troops that
“ may march to his assistance: It is agreed, that the
“ expense of a brigade shall be computed at two lakhs ten
“ thousand sicca rupees *per month* (21,000*l.*), according

“to the currency of the province of Oude.” The real history of this article in the treaty was, that the brigade there mentioned was that one of the Bengal army which was farmed out by Hastings to the Nawaub of Oude to aid him in the notorious Rohilla war. We shall see presently the ultimate results of this transaction. Mr. Macaulay states,* that one effect of Hastings’ financial policy was, that “he had relieved the finances of Bengal “from military expenditure, amounting to near a quarter “of a million a-year, and thrown that charge on the “*Nawaub of Oude*.” The monthly payment for the brigade of the Company’s being 21,000*l.*, it is obvious that the *annual* charges thrown upon the Oudian revenues quite tallies with Mr. Macaulay’s statement.

About fifteen months after the ratification of this treaty, Seraj-ood-Dowlah, the Nawaub Vizier of Oude, died. The majority of the Council considered that the effect of the treaty concluded with him ceased on his death. He was succeeded by his son Ausuf-ood-Dowlah, and with him we find two treaties to have been concluded by Warren Hastings.† The first of these is dated 21st of May, 1775.

Below Allahabad (which had already, upon the 20th of March, 1772, been occupied by the Company’s troops), and near Chunargur (which fortress had been completely ceded at the same date to the English), upon the northern bank of the Ganges, lies the sacred city of Benares. Still sacred in our own days it is to the pious Hindoo, and in the times of which we now speak it was the *entrepôt* of all the luxurious commerce of Hindostan. Benares, with all its wealth, and the surrounding tract of country had, in the “general anarchy of India,” seen its Hindoo ruler become independent of the Mogul. The Rajah of Benares, however, had been compelled to submit to the authority of the Nawaub of Oude. Complaints were raised of tyranny on this ground, and English assistance

* Vol. iii., p. 359.

† Blue-book, *ut supra*, pp. 57—60.

invoked at Benares. The ruler of Benares was then one Cheyte Singh. As is well observed by the learned author we have so often quoted, there is not a single native Government from the Himalayas to Mysore, which was at once a Government *de facto* as well as *de jure*. "Where
 " an ambiguous question arises between two Govern-
 " ments, there is, if they cannot agree, no appeal except
 " to force, and the opinion of the stronger must prevail.
 " Almost every question was ambiguous in India. The
 " English Government was the strongest in India. The
 " consequences are obvious. The English Government
 " might do exactly what it chose." * Although the last
 quoted remarks are made peculiarly upon the subsequent
 case of Cheyte Singh, it is obvious that they are of general
 applicability to the relations existing in 1773 between the
 Company and the native powers. This becomes more
 obvious from the terms of the treaty of the 21st of May,
 1775.

It must be borne in mind that by the cession of the
 supereminent Sovereignty of Benares to the English
 Company, the tribute hitherto paid by Cheyte Singh to
 the Nawaub of Oude, would thenceforth flow into the
 coffers of the Company. Another native potentate would
 also be brought more directly under their fast-spreading
 influence and dominion. Likewise, we should not forget
 that the proposition that a treaty made with a reigning
 Sovereign guaranteeing specific rights *to him and his
 heirs for ever*, is not usually considered either by the
 law or comity of nations, to lapse and become void upon
 the death of the originally contracting party. That money
 was wanted, and the *new* treaty, therefore, made, is
 evident from the following abstract of the principal
 articles contained in it.† By art. 4, "The countries
 " of Corah and Allahabad shall always and for ever remain
 " in the possession of the Nawaub Ausuf-ood-Dowlah, on

* Macaulay, *ut supra*, p. 401.

† The originals are contained in the Blue-book referred to before.

"the same footing as the Subah of Oude," and the Company engage in the same article to defend all these countries (Corah and Allahabad) "*until the pleasure of the Court of Directors be known.*" The fifth article recites, that the Nawaub for such defence of his country gives up to the Company "all the districts dependent on the Rajah Cheyte Singh, together with the land and water duties, and the Sovereignty of the said districts in perpetuity." By the sixth article the monthly charge for an English brigade in Oude is raised from 21,000*l.* to 26,000*l.* sterling. The outstanding balance due from the late Nawaub to the Company is also agreed to be paid by his present successor without any dispute.* From the terms of the second treaty, concluded 19th Sept., 1781, between Hastings and Ausuf-ood-Dowlah, it is clear that the Governor-General had, in the intervening period of three years, fastened the expenses of an extra force of three regiments of cavalry and a temporary brigade upon the resources of Oude. Ausuf-ood-Dowlah was a weak and vicious prince. "He had been,"† says Mr. Macaulay, "under the skilful management of the English Government, gradually sinking from the rank of an independent prince to that of a vassal of the Company. It was only by the help of a British Brigade that he could be secure from the aggressions of neighbours who despised his weakness, and from the vengeance of subjects who detested his tyranny. A brigade was furnished, and he engaged to defray the charge of paying and maintaining it. From that time his independence was at an end. Hastings was not a man to lose the advantage which he had thus gained. The Nawaub soon began to complain of the burden he had undertaken to bear." It was from this complaint that the Nawaub and the Governor-General met at Chunar, and the effect of that meeting is seen in the abstract of the following agreement made there on the 19th of September, 1781.‡ By art. 1, "The

* Blue-book, p. 59. † Vol. iii., p. 407. ‡ Blue-book, p. 60.

"temporary brigade and three regiments of cavalry are
"no longer to be charged to the Nawaub's account for
"the year." Neither shall "The English officers, with
"their Lebundy battalions, and other gentlemen, except-
"ing the Resident's-office, now upon the Nabob's list, be
"longer at his charge. . . . The true meaning of this
"being, that no more troops be paid for by the Nawaub
"than the number of European artillery and sepoy
"agreed for under the title of one brigade with the late
"Nawaub Sujah-ood-Dowlah, now paid for at the rate of
"260,000 rupees per month; to which is now to be added
"one regiment of sepoy of the present establishment
"expressly allowed for the purpose of protecting the
"office, treasury, and person of the Resident at Lucknow,
"the pay and allowance of which are to commence from
"the 1st of August next, at the rate of 25,000 rupees
"per month." So that at all events there was a charge
beyond that agreed to by the very Suraj-ood-Dowlah,
named in this treaty, amounting to 2,500*l.* per month
placed upon the treasury of Oude. In order to revive
the sinking condition of the finances of Oude, the Nawaub
was allowed, by the second article of the above treaty, to
resume the absolute proprietorship of certain lands. By
the last article of this treaty the old treaties (as far as
consistent with the present) between the Company and
the reigning powers of Oude were revived, and again
ratified. The Nawaub also signed and sealed an agree-
ment, apparently of the same date, although none is
appended to it, in which he promised (on the Governor-
General's recommendation) economy in his establishments,
and direct payments to his servants, to receive a fixed
monthly payment to form his private purse, and to leave
the rest of his revenue for his civil and military disburse-
ments under the management of his public officers *and*
the British Resident. The Company had obtained the
virtual control of the future war policy of the rulers of
Oude; they now first laid their hands upon the actual

sinews of war as far as the Nawaub's territory was concerned.

Of that dark and immediately subsequent page in the history of Warren Hastings, replete with the miseries of the Begums of Oude, the Blue-book gives no sign. Perhaps if the secret despatches of the Company at that period could be ransacked, some light might be thrown upon the reasons of the then Governor-General's conduct. For four years more, until the spring of 1785, Hastings remained in India; he then quitted his Oriental sway. He had had much to contend with. He had been called on to support the British power in India under extreme difficulties; he had done so. He had been ordered to send home immediate and continual remittances from the revenues of Bengal. He had done so, but the chief depository and source of the wealth transmitted to England lay in the wealth of Oude, whose revenues he burdened, and whose population he awed by English troops.

In September, 1786, Lord Cornwallis assumed the government of India, and his attention was immediately called to the subsisting relations between the Company and the Nawaub of Oude. Lord Cornwallis's views upon the subject, and the line of policy which he deemed it most proper to adopt, are found in a letter addressed by him to the Nawaub on 15th April, 1787.*

From the contents of this despatch it is clear that, although by the treaty concluded between Ausuf-ood-Dowlah and Mr. Hastings in 1781, "the temporary Brigade" then existing in Oude was to be withdrawn, still this stipulation had not been carried out. The brigade was still quartered at Futteguhr, a frontier town of Oude, to the north-east of Lucknow; and it was in consequence of the terrible drain thrown upon the resources of Oude by this and other exactions, that the Minister of the Nawaub had proceeded to Calcutta to

* Blue-book, *ut supra*, p. 62.

entreat for some remission of subsidy on the part of the Governor-General. The British Governor, however, in his letter impressed upon the Nawaub the superior character of the troops so furnished in comparison with the State native soldiery. He stated that the object of so stationing the auxiliary force was to secure the safety of the Nawaub's kingdom. He, therefore, declined to withdraw the brigade, and suggested that the Nawaub should discharge as much of his own army as should allow for the additional expense attending the continuance of these effective troops. In the pecuniary burden, however, Lord Cornwallis admitted some alteration. The annual payments by the Nawaub to the Company, though they amounted nominally by treaty only to thirty-four lakhs of rupees, had, on various pretexts, been actually increased to eighty-four lakhs per annum. It was now agreed that fifty lakhs should be the annual payment of the Nawaub; and from the date of this agreement his Excellency should not be charged with any excess on this sum, and no further demands should be made. The Governor-General, "in other words declared," says the historian of British India, "that for the nine preceding years, unjustifiable extortion to the amount of thirty-four lakhs per annum had been practised upon that dependent prince."* One most striking feature in the policy of Lord Cornwallis, as shown upon this occasion, deserves particularly to be noticed, in contrast with the views taken on the same subject by preceding and subsequent Governors-General. "A Resident," so run the words of the letter,† "will remain at your Excellency's Court; but as it is the intention of the Company and my firm resolution that no interference shall take place in the details of the affairs of your Excellency's Government, strict orders shall be sent to him that he shall neither interfere himself, nor suffer interference, by public or private claims of exemptions of duties or

* Mill's History, book 6, cap. 3.

† Blue-book, p. 64.

“ in any other mode, from any British subject or person,
“ under the authority of this Government.”

Further on he says, “ For several years past the inhabitants of your Excellency’s dominions, from motives of self-interest, have appealed to this Government, and this has been a source of injury to the affairs of your Government. I am determined to put a stop to this practice, and to disregard their applications ; but as the connexion between the two Governments is universally known, strict attention to justice on your part will add credit and renown to both.”

The terms then proposed were readily accepted by the Nawaub, and the effect of this line of policy is thus described by the Governor-General : “ We undertake the defence of his country ; in return, he engages to defray the real expenses incurred by an engagement of so much value to himself ; and the internal administration of his affairs is left to his exclusive management.”*

In 1788 a commercial treaty was concluded between the Company and the Nawaub in an equally fair and liberal spirit. Lord Cornwallis, previously to his quitting India in 1796, had addressed remonstrances to the Nawaub upon the subject of the internal administration of his kingdom. At the same time he was compelled to admit that the subsidy of fifty lakhs, guaranteed to be paid to the Company, had at the time of his writing been paid up with regularity.†

The due payment of the subsidy would seem to any one perusing Lord Cornwallis’s account of his own policy to be the only point upon which the Company could have any right to interfere with the internal affairs of Oude, either by suggestion or otherwise. However, the next Governor-General, Sir John Shore, was not content with

* Papers relating to the East Indies, printed by order of the House of Commons in 1806. No. 2, pp. 1—14.

† Letters from Lord Cornwallis to the Vizier, dated 29th January, 1793. Printed papers *ut supra*, pp. 11—13.

even the then existing burdens which the Company had placed upon the Nawaub's revenues. Although by his letters to the Resident at Lucknow, the new Governor was constantly recommending financial order and economy to the ruler of Oude,* the first interview which took place between the most directly interested parties, viz., Sir John Shore and Ausuf-ood-Dowlah, resulted in an agreement, dated Lucknow, 20th March, 1797.† Our readers will here remember that Mr. Hastings had, by the treaty of 1781, agreed to limit the English troops regularly chargeable to the Nawaub, to one brigade. Lord Cornwallis had increased this force to two brigades; and now, by the agreement just referred to, "the wretched" vizier was to add to his former subsidy the expense of "one European and one native regiment of cavalry, provided the annual amount should not exceed five and "a-half lakhs of rupees."‡ By these means the increased cavalry force ordered by the Directors to be raised, was to be supported by their Ally, who was invited to disband his own troops, in order to find funds for the support of the Company's new levies. This was the last transaction which occurred between the East India Company and Ausuf-ood-Dowlah, who died a few months subsequently. His son, Mirza Ali, was, after some dispute, raised to the throne. An uncle of the new Nawaub, Saadut Ali, opposed the accession on the ground of Mirza Ali's illegitimacy. After hearing some evidence, certainly not of a satisfactory or conclusive nature, Sir John Shore determined on transferring the sovereignty of Oude to Saadut Ali, who was accordingly proclaimed at Lucknow on the 21st January, 1798. The accession of a new Nawaub to the musnud, so completely through the influence and under the patronage of the British Government, was an opportunity for fresh exactions not to be neglected, and that the Governor-General did not

* Printed papers, *ut supra*, p. 28. † Blue-book, *ut supra*, p. 71.

‡ Mill's History, book 6, cap. 7.

fail to avail himself of the circumstance is sufficiently clear by the terms of the Treaty concluded at Lucknow on the 21st February, 1798.* The following is an abstract of the principal articles. By article 1, the mutual conditions of friendship and unity previously subsisting, and also the former treaties, as far as consistent with the present, are upheld. By art. 2, the annual subsidy hitherto paid by the Nawaub of Oude, amounting to something over fifty-six lakhs of rupees, is now raised to seventy-six lakhs. This sum, by art. 3, is to be paid punctually by monthly instalments, and is to include (by article 6) the pensions of the Begums and Princes at Benares, amounting to a little over two lakhs and a-quarter of rupees per annum. The arrears of subsidy due (art. 4) are to be immediately discharged. The deposed Nawaub, Vizier Ali, by art. 5, is to receive a pension of one lakh and a-half of rupees. In art. 7 we find the supposed consideration for the increased subsidy. The British troops in Oude are never to be less than ten thousand men of all arms; should it become necessary at any time to augment this number beyond 13,000, the Nawaub is to pay for the excess; should the force ever fall below 8,000, there shall be a proportionate diminution in the amount of subsidy to be paid. (*Par parenthèse*, who was to decide between the contracting parties as to the absolute existence of the necessity in question? We presume the only answer must be that which was before suggested by Mr. Macaulay—The Stronger—and which was the stronger must, by this time, be clear enough to our readers.) Now comes article 8, which states that “As the English Company are not “possessed of any fortress in the dominions of Oude, the “Nawaub Saadut Ali Khan, *having the fullest reliance* “*on the friendship of the English Company*, agrees to “make over to their exclusive possession the Fort of “Allahabad, with all its buildings and appurtenances.”

* Blue-book, *ut supra*, p. 71.

Eight lakhs of rupees are to be advanced to the Company for the repairs of the Fort of Allahabad, and three lakhs more for a similar purpose with respect to the Fortress of Futty Guhr. By art. 9, the troops so quartered upon the Nawaub may be removed to such quarters as may be deemed advisable, and the Nawaub is to pay the cost thereof. Next comes the direct cost of the musnud of Oude. In art. 11 is an engagement by Saadut Ali to pay the Company twelve lakhs in consideration of the expenses attending their exertions in establishing his right. The next article binds the Nawaub to give satisfactory security to the Company in case of his payments falling into arrear. The subsequent articles relate to the non-correspondence with foreign states without the Company's knowledge, the non-employment of Europeans in Oude without permission, and an enforcement of economy in all branches of the State.

We have to apologise to our readers for detaining them so long with the history of these preliminary treaties. In the printed papers relative to the annexation of Oude in 1856, scarcely any mention occurs of these engagements. We, however, cannot but consider that the previous relations which existed between the Company and the native rulers of that province have an important bearing upon the question itself. They not only point out the gradual growth of aggression; they do not stop at furnishing us with indications of the policy pursued by different Governors-General, or with proofs of the use which successive viceroys of England made of the wealth of the kingdom of Oude. They go further, for they show us the real cause of confusion in Oude, the true source from which arose financial oppression, the coffers into which flowed the stream of rupees, which had to be wrung from the ryots of the kingdom, and who were the responsible promoters and enforcers of a state of things which must eventually end in the benefit of the most powerful party. For a moment let us very briefly recapitulate the financial

liabilities and territorial possessions of Oude on the ratification of Sir John Shore's Treaty in 1798. Because it was in this state that Lord Wellesley found the Nawaub's kingdom in 1801, when he concluded a fresh treaty, on the non-observance of which Lord Dalhousie, in 1856, based his right of annexation.

In 1765, Soojah-ood-Dowlah had the then kingdom of Oude guaranteed to himself and his heirs for ever. And for this protection he paid about half a million sterling. Three years afterwards the first blow was struck at his independence by the restriction of his army to 35,000 men. In 1772 the strong Fort of Chunargur was taken from him, and virtual possession of the Fort of Allahabad secured. In 1773 he was allowed to pay half a million for the districts of Corah and Allahabad, and had the burden of the support of a brigade cast upon him. On his death the Council considered the existing treaty to be at an end; and yet this very treaty is mentioned in the preamble of every subsequent treaty of importance made between the Company and the successors of Soojah-ood-Dowlah! From Assuf-ood-Dowlah, the son of Soojah-ood-Dowlah, was taken the sovereignty of the provinces of Benares, Juanpore, &c., and he was forced to pay as subsidy, for a considerable time, eighty-four lakhs of rupees per annum.* When Saadut Ali became Nawaub, he had to give up entire possession of the Fort of Allahabad, and as Allahabad had been provisionally held when Chunar was absolutely surrendered, so the same virtual exercise of the Company's authority was now displayed in the fortress of Futtu Guhr. Beyond this an annual tax of seventy-six lakhs, and an immediate pay-

* This sum total of payments is thus made up:—The monthly rate paid for the Company's brigade was raised to two lakhs sixty thousand rupees per month, amounting to an *annual* payment of thirty-one lakhs twenty thousand rupees. The support of the extra regiment cost three lakhs per annum. In addition thereto the Nawaub was to pay fifty lakhs, according to Lord Cornwallis's letter, dated April 15, 1787.

ment of twenty-three lakhs more were imposed upon him, a state of things from which it is difficult to see how any ingenuity could have extricated the unfortunate ruler in a state of solvency. The results of this long series of burdens is best described in the language of Mr. Mill,* who, speaking of the Treaty of 1798, says,—“The transaction had one attractive feature, that of gain to the Company; and it received the most cordial approbation of the powers ministerial and directorial, at home.”

The remaining treaties and agreements which make up that portion of the Blue-book of Native Treaties (presented to the House of Lords in 1853 by the East India Company) which peculiarly relates to the kingdom of Oude, now demand our especial attention. It is upon their existence, provisions, and efficiency that the question of annexation turns as presented in the despatches and minutes of Lord Dalhousie and his Council. We propose, therefore, in the first place, to give a brief summary of these various papers, and of their necessary history, and afterwards to place before our readers such arguments as we think arise from them on a fair consideration.

Lord Mornington (better known as Marquis Wellesley) arrived in Calcutta in the month of May, 1798. In October of the same year he had “under his consideration” the best means of securing the regular payment of the “subsidy from Oude, and of reforming the Nawaub’s army.”† This reform really meant the disbanding of the Nawaub’s regular army, except as far as portions of it might be wanted for the purposes of State, or for the collection of the revenue, and the substitution of an increased number of the Company’s regiments of infantry and cavalry, to be relieved from time to time, and to be paid by the Nawaub.‡ But this force was to be substituted in place of that part of the Nawaub’s which should be reduced. Alarmed at this proposal when made, the

* Mill’s History, book vi., cap. 7. † Printed Papers, *ut supra*, v. 3.

‡ Printed Papers, iii., 2, 3.

Nawaub spoke of abdicating. Lord Wellesley on this at once stated the grand object which he considered the Company had in view, and this was, "The acquisition by "the Company of the exclusive authority, civil and "military, over the dominions of Oude."* With this view a treaty was ultimately drawn up, the first article of which involved the virtual abdication of the Nawaub. But on this being presented to him the Nawaub positively refused to sign any such agreement. The Governor-General, after negotiations which extended over several months, in the course of which Lord Wellesley admitted that "his "original object was not merely to secure the subsidiary "funds, but to extinguish the Nawaub's military power,"† a treaty got signed on the 10th of November, 1801, to which our readers will find frequent reference hereafter made, and of which the following is a close abstract.‡ It may, however, be proper to state, in the first place, that the districts absolutely ceded by this treaty were a tract of country lying to the west and south of the Ganges, which river now forms the western and southern boundary of Oude on that side, districts of such extent and value as to absorb by their cession more than one-third, and very nearly one-half of the hitherto-guaranteed dominions and revenues of the Nawaub of Oude.

The preamble of the treaty sets forth the obligation of the Nawaub by previous treaty to pay a subsidy of seventy-six lakhs of rupees per annum, together with augmentations upon an increase of troops; also the advisability of placing this payment upon sound and certain footing. Therefore, in commutation of this subsidy, and all other such sums now chargeable, by

Art. 1.§ The Nawaub cedes to the Company in perpetual sovereignty, possessions amounting in gross revenue to one crore thirty-five lakhs of rupees, in commutation of the subsidy, of the expenses attendant on the addi-

* Papers, *ut suprà*, 31.

† Papers, *ut suprà*, p. 213.

‡ Blue-book of Treaties, p. 75.

§ Blue-book of Treaties, p. 75.

tional troops, and of the Benares and Furruckabad pensions. (If any of our readers will trace upon the map of India, published by Mr. Wyld, the country called the Dooab, they will see the land so given up.)

By Art. 2, The subsidy is to cease (guaranteed in 1798), and no calls to be made for any additional troops required at any time to protect the territories of the Nawaub.

Art. 3. The Company to defend the Nawaub's dominions, with the right of stationing troops at will. The Nawaub to retain in his pay four battalions of infantry, one battalion of nujeebs and mulvattees, 2,000 horsemen, and golundauz to the number of 300. He is to dismiss the remainder of his troops, excepting such numbers of armed peons as shall be deemed necessary for the purposes of all collections, and a few horsemen and nujeebs to attend the persons of the Aumils.

Art. 4. A British detachment is always to be attached to the person of the Nawaub.

Art. 5. No further demand from any cause whatever is to be upon the treasury of the Nawaub.

Art. 6. The ceded territories are to be subject to the exclusive control and management of the Company and their officers, the Company guaranteeing to the Nawaub, his heirs, and successors, the possession of the remaining territories, and the exercise of their authority therein. The Nawaub engaging to establish in his reserved dominions such a system of administration, to be carried into effect by his own officers, as shall be conducive to the prosperity of his subjects, and to be calculated to secure the lives and property of the inhabitants. The Nawaub will always advise with, and act in conformity to the counsel of the officers of the Company.

Art. 7. The subsidy payment is only to cease on full possession being obtained by the Company of the ceded districts.

Art. 8. Relates to the formation of a separate commercial treaty, and the navigation of the Ganges.

Art. 9. All the articles of former treaties for establishing and cementing the union and friendship subsisting between the two States, are to continue in full force. All the articles of the treaty of 1798, not annulled by this treaty, are to remain in full force, and to continue binding.

Art. 10. This treaty was concluded on the 10th Nov., 1801.

Saadat Ali Khan died in July, 1814; and on the 12th July in the same year, an engagement was entered into with his son and successor, Ghaza-ood-deen, binding the Company and the Nawaub to the previously existing engagements between them.

At this period commences an entirely new relation between the Nawaubs of Oude and the Company. Oude was still at this period, as it always had been, the Bengal Treasury of the Company. But now the evidence of that fact becomes exemplified by the following words of the Blue-book: * "At a conference between the Earl of Moira and the Vizier, on the 14th Oct., 1814, his Highness offered one crore of rupees as a gift to the Company. It was refused as a gift, but accepted as a loan." The disinterestedness, however, of the Governor-General loses somewhat of its effect on the perusal of the following passage from the statement of the Resident at Lucknow, as contained in *the Oude Papers, printed in 1824, at p. 952*, when he says, "I was instructed to open a negotiation with the Vizier for the loan of a crore of rupees to the Honourable Company, to appear as a voluntary offer to Lord Moira."

The Blue-book continues thus: "The financial pressure caused by the protracted prosecution of the Nepaul war led the Governor-General to ask the Vizier for another loan of one crore, which was obtained." On the termination of the Nepaulese war, a treaty was concluded, by which, as will be seen by the abstract

* Blue-book of Treaties, p. 86.

annexed, the second loan of a crore of rupees was commuted by the cession of territory on behalf of the Company.

Art. 1. Cedes to the Vizier in full and perpetual sovereignty the whole of the late Goorka possessions below the hills, extending on the west from the river Gogra to the British district of Goruckpore, on the east, and bounded on the south by his Excellency's possessions and the district of Khyrugur, and on the north by the hills. And in this territory the Vizier's authority is to be established.

Art. 2, annuls the debt of the second crore of rupees lent in the year 1815.

Art. 3. Relates to the exchange of certain lands between the Company and the Nawaub.

Art. 4. Engages the Company to suppress any disturbance in the ceded territory, and in case of their help failing, to give other lands of equal revenue to the Nawaub.

This treaty is dated 1st May, 1816. "In 1819,"—(We again quote from the Blue-book of 1853),—"the ruler of "Oude, with the approbation of the British Government, "changed his title from that of 'Vizier' (that of "Nawaub being synonymous) to that of 'King of Oude,' "and his Majesty was crowned in due form." Another crore of rupees (one million sterling) was obtained as a loan, but the interest, guaranteed at five per cent. in perpetuity, was secured to certain relatives.

A similar loan was effected in 1829, of sixty-two lakhs, forty thousand rupees, the interest to be applied to certain pensions; and again a treaty was ratified for this purpose.

In 1833 the King of Oude* placed in the Residency Treasury three lakhs of rupees, to be lodged in the four per cent. loan of the British Government, the

* Blue-book of Treaties, p. 91.

interest to be paid at the rate of one thousand rupees per month to the poor. By a subsequent article no future ruler of Oude is to resume or appropriate this money to any other purpose. And by the fourth article of the treaty the distribution of the proceeds from the fund so established, is entrusted to the residents or representatives of the ruling powers in India.

In 1837 Pusseer-ood-Deen died, and was succeeded by his uncle, Mahomed Ali Shah, "with whom" (says the Blue-book) "the following treaty was concluded" by Lord Auckland, who arrived at Calcutta on the 5th March, 1836.

The preamble of the treaty alleges that the employment by the King of Oude of a large and expensive military force is against the terms of existing treaties. That the discharge of the provisions of 1801 is attended with considerable difficulty, and therefore a modified arrangement must be made. That as the treaty of 1801, in the sixth article, provides no remedy for the infraction of that article, should not the Sovereign of Oude govern in conformity to the counsel of the officers of the Company, it is necessary by the following provisions to provide for such a contingency:—

Art. 1. The King of Oude may employ such a military establishment as he may deem necessary for the government of his dominions.

Art. 2. The usual undertaking on the part of the Company to defend the King's dominions; but the King is to organize a disciplined force for the general support of his authority within his dominions.

Art. 3. This force to be of not less than two regiments of cavalry, five of infantry, and two companies of golundauz.

Art. 4 fixes 16 lakhs as the annual sum to be paid on account of these troops, which, by art. 5, are to be officered by British officers, provided by the Company,

and taken by the King into his service ; and by art. 6 these troops are to be stationed in convenient positions, but not to be used in the collection of revenue.

Art. 7 states that, in modification of the 6th article of the treaty of Lord Wellesley (made in 1801), "the King of Oude will take into his immediate and earnest consideration, in concert with the British Resident, the best means of remedying the existing defects in the police, and in the judicial and revenue administrations of his dominions ;" and then comes this proviso, "If his Majesty should neglect to attend to the advice of the British Government or its local representative, and confusion and anarchy should follow, with gross and systematic oppression," the British Government reserves to itself the right of appointing its own officers to the management of whatsoever portions of the Oude territory, either to a small or great extent, in which such misrule as that above alluded to may have occurred, for so long a period as it may deem necessary ; the surplus receipts in such case, after defraying all charges, to be paid into the King's treasury, and a true and faithful account rendered to his Majesty of the receipts and expenditure of the territories so assumed.

By the 8th article, the Governor-General undertakes (in the case of assumption of territory, under art. 7) to maintain (with such improvements as they may admit of) the native institutions and forms of administration within the assumed territories, so as to facilitate the restoration of those territories to the Sovereign of Oude, when the proper period for such restoration shall arrive.

The Blue-book informs us that the Home Government disapproved of that part of the above treaty which imposed upon the Oude State the expense of the auxiliary force ; and on the 8th July, 1839, the King was informed that he was relieved from the cost of maintaining the auxiliary force, which the British Government had taken upon itself.

Such was the state of treaties between the King of Oude and the Company, on their own showing, at the period of the annexation.

We shall now proceed to state briefly the course pursued by Lord Dalhousie in 1856, as shown by his official despatches. The immediate details of the annexation of Oude are contained in a Blue-book of "Papers relating to "Oude," printed in 1856, and from this source the following statement is derived.

On the 21st November, 1854, the Governor-General (Lord Dalhousie) recorded a Minute,* which was acquiesced in by the other members of the Council, in which, after referring to communications which had been made to the then reigning King of Oude,—firstly, in 1831, by Lord William Bentinck, and secondly, in 1847, by Lord Hardinge,—Lord Dalhousie proposed that General Outram, then on the point of becoming British Resident at Lucknow, should make an inquiry into the present state of the kingdom of Oude. General Outram proceeded to Lucknow, having received as his instructions in the intended inquiry a letter † from the Secretary to the Government of India (Mr. Edmonstone), of which the following is the concluding and most important paragraph:—"I am accordingly directed by the Governor-General "in Council to instruct you to apply yourself, on your "arrival at Lucknow, to an inquiry into the present state "of that country, with a view to determine whether its "affairs still continue in the state in which Colonel "Sleeman‡ from time to time described them to be; "whether the improvement which Lord Hardinge "peremptorily demanded seven years ago at the hands "of the King, in pursuance of the treaty of 1801, has in "any degree been effected; and whether the duty imposed "upon the British Government by that treaty—a duty

* Oude Papers, p. 2.

† Papers, p. 4.

‡ Colonel Sleeman's Reports are from September, 1849, to December, 1851.

“recognised by Lord William Bentinck in 1831, and
“reiterated by Lord Hardinge in 1847—will in truth
“any longer admit of our honestly indulging the reluc-
“tance we have felt to have recourse to those extreme
“measures which alone can be of any real efficacy in
“remedying the evils from which the State of Oude has
“suffered so long.” The reply of the Resident to these
instructions appeared in the form of a lengthy Report,*
dated 15th March, 1855, accompanied by appendices of
evidence, and addressed to the Government in Calcutta.
As the character of this Report, the nature and incidents
of the evidence adduced, and the justice of the conclusions
thence derived, will all form matter for subsequent com-
ment, it will be sufficient in this place to mention the
leading features of the document. General Outram states
that, being himself without personal experience in Oude,
he had been forced to depend for information on the
contents of the Residency records and the channels which
supplied his predecessor. The English magistrates in the
districts bordering upon Oude were also interrogated as
to the state of crime in their respective localities. Infor-
mation upon the internal condition of Oude was obtained
through the Assistant-Resident, Captain Hayes, from the
English officers in command of the King of Oude's regi-
ments.

General Outram divides the subject of his inquiry into
seven heads:—

1. The Sovereign and his Minister.
2. Revenue and Finance.
3. Judicial Courts and Police.
4. The Army.
5. Roads and Public Works.
6. Statistics of Crimes, &c.
7. Oppression, Cruelties, &c.

Each of these branches of the main question is sepa-

* Papers, pp. 12—146.

rately considered and reported on, and the conclusions of the Resident may be expressed as follows:—

1. As to the Sovereign and his Minister. General Outram adopts the language used by Colonel Sleeman,* 10th December, 1851.

“ His Majesty continues to confide the conduct of his affairs to the same worthless and incompetent characters, to devote all his time to personal gratifications and frivolous amusements, and to manifest the same utter disregard of his duties and responsibilities. The same insecurity to life and property in all parts of his dominions is felt; the same maladministrations and malversations prevail in all departments.”

2. With respect to Revenue and Finance, the Resident, after stating that he had been unable to obtain official or trustworthy returns of revenue statistics, sums up his opinions on that head in the expression of a conviction that the King was grossly defrauded by his Minister and the subordinate Nazims.† He also states that the troops are in arrears of pay, as also those members of the Royal Family who are stipendiaries upon the King. To the Civil Establishments not much is thought to be due, as the persons therein holding situations live upon the profits they make.‡

3. The failings of the Oude Judicial Courts and Police Establishments are stated to be, that the administration is base and corrupt in the districts; that those who administer justice there are equally venal with the judges of the capital; and that the so-called police establishments are equally inefficient and corrupt. An exemption is, however, made in favour of the Oude Frontier Police and their proceedings.§

4. The condition of the Army of Oude is reputed to be such as to make it “impossible to conceive a greater

* Papers, p. 18.

† Papers, p. 27.

‡ Papers, p. 28.

§ Papers, p. 30.

“curse to a country than such a rapacious, licentious, and disorganized army as that of Oude is, and such as it has ever been, from the earliest records extant of its cowardice, inefficiency, and extortion.”*

5. The Roads and Public Works in Oude are represented to be in a lamentable condition, chiefly owing to the frauds of contractors.†

6. The statistics of crime of outrage, as given in General Outram's Report, indicate a vast increase in several species of criminal offences. He finally comes to the conclusion that crime and outrage had actually increased since Colonel Sleeman's Report in 1851.‡

7. Oppression and cruelties form the last head of General Outram's Report. He states that he cannot speak positively as to the increase of cases of this sort. He gives several instances as having been reported to him, and recorded in the diaries of the Resident. The British magistrates on the frontier have not furnished him with much information on this point. Emigration from Oude does not take place,§ but this he attributes to the attachment which the natives bear to their country.

General Outram, in fine, arrives at this conclusion:—
 “It has been my painful duty to demonstrate that the lamentable condition of this Kingdom has been caused by the very culpable apathy and gross misrule of the Sovereign and his Durbar. I have shown that the affairs of Oude still continue in the same state, if not worse, in which Colonel Sleeman from time to time described them to be; and that the improvement which Lord Hardinge peremptorily demanded, seven years ago, at the hands of the King, in pursuance of the treaty of 1801, has not in any degree been effected. And I have no hesitation in declaring my opinion, therefore, that the duty imposed on the British Government by that treaty cannot any longer admit of

* Papers, p. 33.

† Papers, p. 38.

‡ Papers, p. 34.

§ Papers, pp. 39—46.

“ our honestly indulging the reluctance which the Government of India has felt, hitherto, to have recourse to those extreme measures which alone can be of any real efficacy in remedying the evils from which the State of Oude has suffered so long.” *

After the receipt of this Report Lord Dalhousie recorded a very lengthy minute, recapitulating the history of the connexion of the Company with the rulers of Oude, and founding the basis of present engagements by treaty between the respective powers upon the treaty of 1801.† This minute is dated June 18th, 1855. The Governor-General disavows the legal existence of the treaty made by Lord Auckland in 1837,‡ that having been disallowed by the Home authorities. He then proceeds to comment upon the interferences made with the successive Viziers and Kings by various Governors-General. He next takes in review the various heads of General Outram's Report, and declares his conviction of the correctness of the Resident's conclusions. Lord Dalhousie necessarily comes to the conclusion himself that active interference on the part of the Government of India with the conduct of the internal affairs of the territory of Oude is not only necessary, but imperative. For the attainment of this object he proposes four modes for the consideration of the Court of Directors. §

1st. The King may be required to abdicate the sovereign powers he has abused, and to consent to the incorporation of Oude with the territories of the British Crown.

2d. The King may be permitted to retain his Royal title and position, but may be required to vest the whole civil and military administration of his Kingdom in the government of the East India Company for ever.

3d. His Majesty may be urged to make over his dominions to the management of British officers for a time.

* Papers, p. 46.

† Papers, pp. 147—190.

‡ Papers, p. 149.

§ Papers, p. 184.

4th. The King may be invited to place the management of the country in the hands of the Resident, under whose directions it shall be carried on by the officers of the King acting with such British officers as may be appointed to aid them.

After discussing the merits and evils of these four plans, Lord Dalhousie declares it to be his opinion that the second proposition should be adopted, namely, That the King should retain his Royal title and rank, and still be required to vest the whole civil and military administration of Oude in the hands of the Company, whose power should be perpetual in duration, as well as ample in extent.*

His Lordship then proposes that with a view of carrying out the chosen scheme, the Resident at Lucknow should make a fresh and formal remonstrance to the King of Oude, and should offer the alternative of the withdrawal of the British troops from Oude, or the ratification of a new treaty embodying the principles already stated.†

The minute recorded by the Governor-General embodying, as in fact it did, his own dispatch to the Court of Directors, upon the question of the annexation of Oude, is followed by the minutes recorded upon the same subject by the other members of Council at Calcutta.

Mr. Dorin argues that the treaty of 1801 being broken by the King's misgovernment of his territory, nothing in his opinion is left to be done, but the entire and positive annexation of the Oude territory.‡

Mr. Dorin, at the same time, recommends that a liberal allowance should be made to the King.

Major-General Low, in two distinct minutes, dated respectively July 21st and August 18th, 1855, § supports the Governor-General's proposition of a new treaty as detailed in his minute, but without the previous alter-

* Papers, p. 187.

† Papers, p. 188.

‡ Papers, p. 192.

§ Papers, pp. 197, 220.

native of the threat to withdraw the English troops from Oude.

Mr. Grant argues* that, following Lord Wellesley's policy in 1801, the Court of Directors has a perfect right to force a line of policy upon the King of Oude. He, therefore, advocates, with Mr. Dorin, total and complete annexation.

Mr. Peacock (the Advocate-General), after quoting authorities to show that the treaty of 1801 had been broken, and might therefore be declared null and void, takes the same view of the proper course to be pursued, as that advocated by the Governor-General.†

With these minutes the dispatch went to England, dated July 3, 1855.

The answer of the Court of Directors is dated 21st November, 1855, and Lord Dalhousie is therein informed that unless he considers the acceptance of the proposed treaty by the King of Oude a matter of virtual certainty, he is not to offer the alternative.‡ Unless he has this conviction, the Court of Directors "are fully prepared " to take the responsibility of authorizing and enjoining " the only course by which our duties to the people of " Oude can be fulfilled—that of assuming authoritatively " the powers necessary for the permanent establishment " of good government throughout the country, leaving all " questions of detail to the wisdom of the Governor-General."

The line of conduct to be pursued by the British Resident at Lucknow, in order to carry out the proposed annexation, was first agreed upon in a minute recorded by the members of Council in Calcutta on the 15th January 1856.§ On the 23d of the same month, the Secretary to the Government of India transmitted full instructions on the subject to General Outram, to the following effect.||

* Papers, p. 199. † Papers, p. 229. ‡ Papers, p. 236.

§ Papers, p. 237. || Papers, p. 241.

In order to secure sufficient force to support the British Government's new policy, a Brigade of additional troops was to assemble at Cawnpore, and then to enter Oude. In case of hostilities proving imminent, the military authority and control over all the troops in Oude was to be vested in the Resident at Lucknow. When that officer should be satisfied as to the completeness of the military arrangements, and the proximity of the troops deemed necessary, he was to enter into formal communications with the Court of Lucknow. The Minister Alee Nukee Khan was first to be informed of the inflexible determination of the British Government to assume the administration of the Kingdom of Oude, in one form or other. He was to be invited to give his best aid to the negociation of an amicable agreement for such a purpose, and to be warned that on his subsequent conduct in the business would depend the favour and considération thereafter to be shown him by the British Government. An interview was then to be obtained with the King, who was to be informed that the time had come when the systematic violation of the treaty of 1801 by every successive ruler of Oude rendered it the imperative duty of the British Government to declare the treaty null and void, and to proceed either to form new engagements with the King, or to assume to itself the administration of his territories. A letter from Lord Dalhousie to his Majesty, which recapitulated the history of the connexion of the English Government with that of Oude, was then to be presented.* In this document the Governor-General entered at considerable length into the duties and rights conferred by the treaty of 1801; and, after reference to the complaints made by previous Governors as to the misgovernment of Oude, and the last Report upon that subject made by General Outram, he concludes by declaring the treaty of 1801 wholly dissolved. The King is then referred to the

* Papers, p. 244.

Resident for information as to the future courses open to him.

After the perusal of this letter by the King, the English Resident was instructed to present the draft of the proposed new treaty to his Majesty. He was to afford full and patient explanations on the subject, and to impress upon the King the absolute necessity of compliance with the will of the Company. He was to inform the King that no further letters on the subject could be received by Lord Dalhousie: and, should his Majesty refuse to sign the treaty at once, he was to threaten instant assumption of the territory of Oude by the British force, without any guarantee for the future maintenance and support of the King or his dignity. Three days' delay, however, might be accorded to the King for consideration of the matter, should he so request.

The following are the heads of the proposed new treaty:—

The preamble* recites the continued infraction by successive rulers of Oude of the 6th article of the treaty of 1801, and declares it to be the duty of the Company to secure permanently for the people of Oude such a system of just and beneficent administration as the treaty of 1801 was intended, but failed, to provide. To effect this,—

Art. 1 vests, henceforth and for ever, in the East India Company, the sole and exclusive administration of the civil and military government of the territories of Oude, together with the full and exclusive right to the revenues thereof. The Company engages to make ample provision for the maintenance of the Royal dignity, and for the due improvement of the said territories.

Art. 2 provides for the retention of the title of "King of Oude" by the present Sovereign, and for the descent of the title to his heirs lawfully begotten.

Art. 3 guarantees the observance of all due honour and

* Papers, p. 251.

respect to the King and his successors as Sovereign Princes.

Art. 4 reserves to the King and his successors full and exclusive jurisdiction within the precincts of the palace of Lucknow, as well as within the Dil Khosha and Beeberpore Parks, except the right of inflicting capital punishment.

Art. 5 gives an annual allowance of twelve lakhs of rupees to the King, with an allowance of three lakhs more per annum for a body of Palace Guards; the allowance to the King's successors was to be twelve lakhs a-year.

Art. 6 places on the Company the future maintenance of those collateral members of the Royal Family who were pensioners of the King.

Art. 7. All former treaties still in force, and not contrary to this, were to be confirmed.

As it was thought probable that, on considering and discussing the above draft, the King would naturally refer to the treaty concluded with Lord Auckland in 1837, the Resident was instructed to inform his Majesty that that treaty had never been sanctioned in any one particular by the home authorities. It was unquestionably true that this fact had never been fully communicated to the King; that he had only been informed of the annulment by the Court of Directors of the one article in that treaty which imposed a fresh subsidy of sixteen lakhs of rupees upon the revenues of Oude; and that the treaty itself was contained in the authorized Return of Existing Treaties made by the Company to the House of Lords in 1853.* The Resident was therefore to express the regret felt by the Governor-General that such a neglect of information should have occurred; but he was also to declare to his Majesty that all proposals of measures short of that now submitted had been summarily rejected by the Court of Directors, and that no such line of policy as that supposed to have been adopted in 1837 could be now pursued.

* Blue-book of Treaties (1853), p. 92.

Those persons about the Court whose influence might be supposed to oppose annexation were to be conciliated by assurances and promises.

Should the King sign the treaty in three days, the document was to be sent down express to Calcutta for ratification. Without waiting for its return, General Outram was to issue a proclamation, a copy of which was sent to him, marked A.* In this proclamation the history of the last fifty years of Oude dominion was again descanted on, as the reason for declaring the treaty of 1801 null and void. The provisions of the new treaty were set forth, and all officers of the Oude Government called on to render obedience and pay revenue solely to the officers of the British Government, under penalty of being deemed rebels in case of refusal, themselves to be seized, and their property to be confiscated.

The King was also to be urged to issue a proclamation of his own confirmatory of the above. Should, however, the King refuse to sign the treaty, another proclamation, marked B (also forwarded), was to be issued; but in either case the members to constitute the staff of the new Government were at once to be summoned to Lucknow.

Agreeably to these instructions, General Outram, on his arrival in Lucknow, 30th January, 1856, had an interview with the Prime Minister, Alee Nukkee Khan, to whom he communicated† the determination of the British Government with respect to Oude, and the measures he was instructed to put in force. He at the same time refused to discuss any question as to the state of the King's Government, and insisted on the advance of the fresh English troops as necessary. A second interview between the same parties took place on the following day, 31st January, 1856, when the Resident delivered to the Minister copies of the proposed treaty and consequent proclamation. He again declared the resolution of the British Government to be final and irrevocable, declined

* Papers, p. 253.

† Papers, p. 279.

all argument on the question, and warned the Minister against the fatal consequences of the King's refusal to sign the treaty. An interview between the Resident and the Queen-Mother occurred the next day, the 1st February, with the same results—viz., the expression of earnest and fruitless protestations on the one part, and of stern determination on the other.* General Outram saw the King on the morning of the 4th February, and on his arrival at the Palace found the troops disarmed, the artillery dismounted, and the courtiers and officials entirely without weapons. He presented Lord Dalhousie's letter to the King, who, after attentively perusing it, said, "Why have I deserved this? What have I committed?" The Resident then recapitulated the various grounds set forth in Lord Dalhousie's letter, the benefits to be derived by the King from his at once signing the proposed new treaty, a copy of which, in conclusion, he placed in the hands of his Majesty. The King, having read the treaty, declared his independence was gone; that treaties were of no use except between equals; that he was in no position to sign a treaty; and, taking off his turban, placed it in the hands of the Resident, avowing his conviction of the power of the Company, and refusing to sign the treaty presented. On the 7th February, 1856, the King of Oude communicated to the Resident his final refusal to sign the treaty, and, as the three days allowed for consideration had then elapsed, charge of the city of Lucknow and various departments of the State was formally assumed by the English authorities, whilst the publication of the Resident's proclamation completed, at all events for the time, the now much-discussed ANNEXATION OF OUDE.

It now remains for us to consider the principles which are alleged to have dictated the proceedings of the East India Company, the course of action which they have pursued, and the justice and propriety of their proceedings. We are well aware that in treating of all Indian questions

* Papers, p. 287.

an English author is placed in considerable difficulty. He has to argue with respect to the exercise of power by the most anomalous and singularly constituted body the world has ever seen. He is shut out by the very circumstances of the case from the use of those authorities which generally may be cited in respect to questions of State policy. The idiosyncrasy of Eastern nations is so utterly different from that of European States, that it would be as absurd to try their defects by the precise rules of Western policy, as to judge of their national morality by the Gospel rules which govern Christendom. The first point of importance which presents itself for consideration and discussion, is the history and validity of the Treaty of 1837, since by that treaty a specific mean and method of interference with the rulers of Oude was provided for the East India Company. That treaty, as we have already stated, was concluded between Mahomed Ali Shah, then King of Oude, and Lord Auckland, then Governor-General of India. It was executed at Lucknow on the 11th of September, and ratified by the Governor-General in Council at Fort William on the 17th of the same month.* The preamble sets forth the non-observance of two articles in particular contained in the Treaty of 1801, viz., the third, by which the Sovereigns of Oude were limited in their employment of native military force, and the sixth article, by which they undertook to establish in their reserved dominions a satisfactory system of administration, under the advice of the officers of the Company, but to be carried on by native officials. It then declares that the provisions of the treaty of 1801 are difficult to be fully and completely carried out, and that no remedy exists for the infraction of the sixth article. With a view, therefore, to attain these objects, a subsidy of sixteen lakhs of rupees per annum is reimposed upon the kingdom of Oude to support a native force of not less than two regiments of cavalry, five of infantry,

* Blue-book of Treaties (1853), p. 93.

and two companies of golundauz.* The seventh article of this treaty also secures to the Company the right of temporarily occupying and administering any such portions of Oude as shall be found to be in such a state of anarchy, misrule, and confusion, "as seriously to endanger the public tranquillity," until the Company deem a proper period shall have arrived for their restoration to the legitimate Sovereign.

The Blue-book of 1853 appends the following statement to the treaty of 1837:—"The Home Government disapproved of that part of the above treaty which imposed on the Oude State the expense of the auxiliary force; and on the 8th July, 1839, the King was informed that he was relieved from the cost of maintaining the auxiliary force, which the British Government had taken upon itself."† Of the document in which this intimation was conveyed we shall have to speak more hereafter. It is sufficient here to state that the only provision of the treaty therein stated to be annulled is that imposing the payment of the sixteen lakhs of rupees before mentioned. When Lord Hardinge wrote a remonstrance in 1847 to the King of Oude upon the existing state of his kingdom, he based the right of interference upon the treaty of 1837. This "deed of treaty" his Lordship stated to be "an extension of the deed of treaty of 1801." Again, in 1851, Colonel Sleeman, who was Lord Dalhousie's own Resident at Lucknow, in his Report upon the existing state of Oude, dated the 10th December, states the propriety of the English Government's exercise of "the powers which the Treaty of 1837 confers upon it, of taking upon itself the administration (of Oude), and conducting it by means of its own officers." In 1853 a return was made by the East India Company to an order of the House of Lords for copies of the treaties and engagements between the East India Company and the

* Articles 3 and 4.

† Blue-book of Treaties, 1853, p. 94.

native powers in Asia. In this return is included the Treaty of 1837. There is a sort of preface to this Blue-book, signed by Mr. Edwards, then Under-Secretary at the India House, in which he states that the treaties therein contained, and the historical notices to them prefixed, had been compiled almost exclusively from the records of the Foreign Department. He also refers to Mr. Mickie, the Deputy-Registrar of the Foreign Department, as having been of material assistance to him in the compilation, from "his intimate acquaintance with the relations of Government with native States." Authorized, therefore, as was the existence of the Treaty of 1837 (with the exception of the articles relative to the payment of the sixteen lakhs) by the declarations of a subsequent Governor-General and of the British Resident at Oude (quoted in Lord Dalhousie's own Minute, Blue-book, p. 166), it is somewhat startling to find that Lord Dalhousie, in that same Minute, disavows the existence of this very Treaty of 1837, declaring it to be null and void.

Let us now see what has been done publicly to invalidate the provisions of the treaty which do not relate to the proposed subsidy, which proposed subsidy we admit was at once countermanded by the authorities in England.

The succession of Mahomed Ali to the throne of Oude was a matter of dispute.* His accession had only been maintained by the authority and influence of British troops, and this not without bloodshed. Another claimant to the throne proceeded to England to assert his rights.† It would seem that some idea had got abroad that the assistance so rendered to Mahomed Ali was to be made the consideration for the new subsidy. This view of the matter was utterly repudiated by the English Ministry in the House of Commons. In the House of Lords, Lord Glenelg stated that "the treaty, whatever it was, had been

* Thornton's "History of India," vol. vi.

† See "Mirror of Parliament," an. 1838.

“ revoked by the Government here, and therefore it was
 “ not binding on the King of Oude.”*

A few days subsequently, Lord Lansdowne’s words were,
 —“ I have now distinctly to state, that not only did my
 “ Noble Friend at the head of the Government in India
 “ (Lord Auckland), immediately upon being informed of
 “ this treaty, express his disapprobation of the manner in
 “ which the promise to secure it had been drawn from the
 “ Sovereign of Oude, but he also caused it to be inti-
 “ mated in the most explicit manner to that prince that
 “ he was in no degree bound to sign such a treaty, and was
 “ entirely relieved from any stipulations or conditions
 “ which it imposed.”†

As to the signing of the treaty and the ratification thereof, no doubt can exist. Lord Glenelg declared, in 1838, that the treaty, whatever it was, had been revoked by the Government in England. The legal method of such a proceeding is specifically provided for by the provisions of the East India Company’s Act of 1793.‡ By the 40th section of that Act, the Governor-General in Council, at Fort William, had a superintending and controlling power vested in him over the Governors of Madras and Bombay, and all other Governments erected or to be erected by the said united Company, in all such points as shall relate to any negotiations or transactions with the country Powers or States in India. By the 42d section, “ forasmuch as to pursue schemes of conquest and extension of dominion in India are measures repugnant to the wish, honour, and policy of this nation,” the Governor-General in Council cannot declare war, commence hostilities, or enter into any treaty for making war against any of the country princes or States in India, or any treaty for guaranteeing the possessions of any country, prince, or state, without the direct authority of the Court of Di-

* “Mirror of Parliament,” 2d August, 1838.

† “Mirror of Parliament,” 6th August, 1838.

‡ 33 Geo. III., c. 52.

rectors. By sections 9, 11, and 16 of the same Act, all communications relative to the civil and military government of the Company's territories, or the revenues thereof, made between the Directors of the Company and the local Governors in India, are to be submitted to the Commissioners for the Control of India, for their supervision and correction. And the authority of these Commissioners is in such matters to be supreme. Moreover, by the 65th section, the disobeying or forbearing to execute the orders of the Directors by any Indian Governor is to be deemed and punished as a misdemeanour at law. It is therefore quite clear that if, as Lord Glenelg stated in 1838, the Treaty of 1837 had been revoked immediately upon its arrival here, that revocation must have been effected either by the Commissioners' exercise of their own authority upon perusal of copies of Lord Auckland's despatches on the subject, or by the authority of the Court of Directors, confirmed and approved by the Board of Control. That some despatches of such a character did go, is quite evident from the following letter of Lord Auckland, dated 8th July, 1839, directed to the King of Oude, and from the subsequent answer:—

Translation of a letter from the Right Hon. the Earl of Auckland, Governor-General of India, to H.M. the King of Oude, dated 8th July, 1839, Messiah.

“ May the Omnipotent God keep the garden of wealth
 “ and fortune of your Royal Highness, the adorer of the
 “ throne of sovereignty and dignity, and embellisher of
 “ the Royal seat of grandeur and magnificence, ever
 “ blooming, smiling, verdant, and fertile with showers
 “ from the clouds of his own grace.

“ Afterwards, let it not remain concealed and veiled
 “ from your illustrious mind, resembling a mirror, that
 “ some months ago there was a correspondence and some
 “ discussion in the way of consultation between me, your
 “ friend, and the Honorable Members of the Court of

“ Directors, on the subject of *the recent treaty* under date
“ 11th day of the month of September, of the *Christian*
“ *year 1837, which was concluded and executed between me,*
“ *your friend, and your Royal Highness,* the embellisher of
“ the throne of sovereignty and magnificence; and al-
“ though some portion of the military force stipulated in
“ the aforesaid treaty has already been supplied and
“ arranged, and for the necessary expenses thereof, a sum
“ of sixteen lakhs of rupees per annum was fixed to be
“ paid by the Government of your Royal Highness, yet
“ the Honourable Members of the aforesaid Court, with
“ advertence to your Royal Highness’s plea, that some in-
“ jury and detriment might, in consequence of such
“ arrangement, happen to the territories of Oude, have,
“ after due deliberation, *suspended their decision on the*
“ *point.*

“ As from the very commencement of the period when
“ the throne and crown of that dominion derived their
“ elegance under the auspicious reign of your Royal
“ Highness, the adorer of the throne of sovereignty,
“ magnificence, fortune, and wealth, the British Govern-
“ ment has experienced and found upon examination the
“ good management, justice, and commiseration of your
“ Royal Highness, by weighing and distinguishing them
“ with reference to those of the past periods, when, in
“ consequence of the evils, mismanagements, prodigalities,
“ and abuses of wealth which prevailed, there were causes
“ for frequent and repeated censures and complaints;
“ therefore it is said that I, your friend, am directed and
“ authorized at present to relieve the kingdom and terri-
“ tories of Oude from that burthen relative to the terms
“ contained in the Articles of *the new treaty*, in regard to
“ the establishment of a military force, which they may
“ be incapable to bear, and to cause payment of the
“ expenditure incurred on account of that portion of the
“ military force which has now been supplied and
“ arranged, to be made from the ever enduring treasury

“ of the British Government. Accordingly I, your friend,
 “ am also desirous, with all my heart and soul, of carrying
 “ into effect and final execution the aforesaid orders
 “ which the said Honourable Members of the Court
 “ of Directors have, with great cordial liberality and natu-
 “ ral generosity, issued to me.

“ I, your Highness’s friend, have occasionally been
 “ contemplating and reflecting upon this matter, that pro-
 “ bably the heavy burden of charges of the military force
 “ employed *according to the treaty*, might be the cause of
 “ heaviness of the fixed and collectible revenue of the
 “ kingdom, and in consequence thereof distressful hard-
 “ ships might happen to the subjects of the territories of
 “ Oude. Now, it is positively certain that this hardship
 “ being removed, a general satisfaction and reconciliation
 “ of the tenants, as well as the whole body of the subjects,
 “ will be effected; or, instead of that, with a view to
 “ public benefit and general good, foundations for the
 “ erection and construction of everlasting edifices, such as
 “ sauyers * and caravanserais, and so forth, buildings may
 “ be laid; as, by such acts also, the permanency of a good
 “ name and memory, and likewise a hundredfold comforts
 “ and ease for the whole body of the subjects and people
 “ of the country are expected; and I am convinced in my
 “ own mind, that this general tranquillity of the subjects
 “ and the welfare of the whole body of the citizens depend
 “ on the collection of revenues with due moderation and
 “ justice (which is the cause of humanity, amity, and
 “ friendship), and the selection of well qualified and
 “ faithful persons from among the functionaries and ma-
 “ nagers of business belonging to that Government,
 “ and the expulsion of malevolent persons, tyrants, and
 “ ruiners who are habituated to cause distress and practise
 “ oppression, and to take bribes and defraud the people;
 “ and your Royal Highness being perfectly acquainted
 “ with the habits and manners of all the underlings

* Markets or fairs.

“and functionaries employed in every part and quarter
 “of the extensive dominions, are better able to adopt
 “proper measures for carrying out all orders for the exe-
 “cution and management of all affairs, and general usages
 “and practices; and it is hoped and expected that all those
 “matters will, from day to day, tend to increase and
 “improve under the auspices of your Royal Highness,
 “who are endowed with every high and virtuous quality.
 “I wish that I, your friend, being considered as ever
 “desirous of hearing of the good health of your Royal
 “Highness’s friendly disposed person, may continue to be
 “favoured and gratified with your elegant letters and
 “excellent notes. May days of composure, and happi-
 “ness, and felicity, and joy, ever attend you.”

Translation of His Majesty’s reply to the above.

“At a happy time, when mention of the laudable
 “qualities of yourself, the most select of mankind in the
 “world, was being made, tending to expand the bosoms
 “of your faithful friends with joy, and at an auspicious
 “moment, when the recollection of the amiable disposition
 “and moral goodness with which you, the unequalled in
 “the world of friendship and amity, are endowed, was
 “picturing to the minds of your unfeigned friends the
 “realization of divers expectations, I was favoured with
 “the translator of the tender words of your tongue, the
 “interpreter of bounties, and the informer of the true
 “news of your unfeigned favours, that is to say, your
 “kind and favourable letter addressed to me (from the
 “nature of the words of which, the drift of your benevo-
 “lent disposition appeared abundantly clear and manifest,
 “and the purport of the sentences of which demonstrated
 “and exhibited the form of your affection towards me),
 “communicating the glad tidings that, after a consultation
 “of some months on the subject of the recent treaty, under
 “date the 11th (eleventh) day of the month of September,
 “1837, between yourself, the adorer of the seat of sub-
 “limity and magnificence, and the Honourable Members

“ of the Court of Directors, the desire of me, a supplicant
“ at the Court of the Creator of the universe, in regard to
“ the best and most beneficial arrangement under the
“ approbation of yourself, the dispenser of benefits, and
“ the Honourable Members of the Court of Directors
“ (may God continue their sublimity for ever), was
“ crowned with success, and that permission was granted
“ for the suspension of the payment of sixteen lakhs of
“ rupees per annum, on account of the pay of the military
“ from my State, and that an order was passed for causing
“ the amount of the expenses of the military who have
“ hitherto been employed to be paid out of the treasury
“ of your Government, which laid me, your sincere friend,
“ under obligation for such unbounded generosity, and
“ made me thankful for such conspicuous commiseration ;
“ and upon the arrival of this document of your high
“ affection, the marks of alliance between both the justly
“ disposed Governments, became clearly visible anew to
“ the world and all mankind, and the suspicious opinion
“ of the nobles and plebeians, and the people in general,
“ in respect of your, my benefactor's cordial affection
“ towards me, regarding which I, your truly faithful
“ friend, made much boast, came under ocular demonstra-
“ tion. By God ! the truth is, that my deficient tongue
“ fails to describe the commendations and encomiums due
“ to the justice and equity of the aforesaid Honourable
“ Members of the Court of Directors, and to the regard
“ and justice of you my benefactor, which have been seen
“ and observed in this matter ; and in returning thanks
“ and expressing gratitude for this great favour and mark
“ of commiseration which shall eternally and for ever be
“ the means of increasing the dignity and wealth of this
“ family, and shall cause the removal of apprehensions
“ and anxieties of the Sovereigns of this place in respect
“ of all the burthensome terms relative to the military
“ force mentioned in the aforesaid treaty, my pen with its
“ split tongue acknowledges its inability and fault. It is
“ surely certain, that by this commiseration and liberality

“ of your Government, the splendour and prosperity of
 “ this Royalty will increase every day, and by such
 “ favours and kindness of yourself, the adorer of the
 “ seat of honour and grace, the ease and comforts of the
 “ inhabitants of this city will augment and grow more
 “ and more every moment. And as to what you have
 “ with great kindness hinted to me in your friendly letter
 “ on the subject of the tranquillity and prosperity of the
 “ tenants, and subjects, and construction of everlasting
 “ memorials, and selection of honest and respectable
 “ functionaries, and expulsion of tyrants and receivers of
 “ bribes from the districts, it may be evidently manifest
 “ to your clear mind, resembling a mirror, enlightened
 “ with the light of the graces of the Almighty God, and
 “ showing the nature and character of the state of affairs
 “ of the former and present times, that from the com-
 “ mencement of my reign on the throne of my hereditary
 “ kingdom, by the favour of God, the heart of me, a
 “ suppliant at the Court of the gracious God, is entirely
 “ devoted to the repose and prosperity of my servants and
 “ fellow-creatures, and to the extirpation and destruction
 “ of the root of every description of oppression and
 “ corruption, and to the introduction of a system of
 “ justice and equity into this territory. Finally, I hope
 “ that I, a sincere and undissembling friend of yours,
 “ being considered as one always desirous of hearing the
 “ happy intelligence of the well-being and soundness of
 “ your precious health, may continue to experience
 “ gratification and felicity by being favoured with your
 “ kind letters.

“ Dated the twenty-eighth day of the month of
 “ Jamady-ul Uvvul in the Hejery year 1255, corresponding
 “ with

“ True translations,

“ THOMAS MENZIES,

“ *Agent to H. M. the King of Oude.*

“ *Calcutta, September 8th, 1856.*”

These letters will fully repay, and indeed are entitled to, a very careful perusal. Whatever despatches had been sent to Lord Auckland by the Court of Directors, he was bound, under the Act of 1793, to carry them out in spirit and to the letter. All that Lord Auckland does under the alleged revocation of the treaty is to announce the disallowance of the proposed subsidy. Except in this particular, the treaty is noticed as valid and in force by Lord Hardinge in 1847; by Colonel Sleeman in 1851, is set forth in full, with a subsequent notice of the part annulled, in the Company's own Blue-book return of 1853; and the only means taken whatever to support Lord Glenelg's statement in 1838, as to revocation, and Lord Dalhousie's averment of the entire nullity of the treaty in 1855, by the East India Company, or anybody else, is a Motion made and carried by Lord Goderich in the House of Commons on 23d May, 1856, "For a return of copies of all treaties, conventions, and agreements, made with the native States of India, since 1st May, 1834." From this second return the Oude treaty of 1837 is, it is true, omitted entirely, and Sir James Weir Hogg, in a subsequent speech in the House of Commons, on this matter, stated that there was no such treaty ever in existence.

Lord Glenelg, therefore, must have meant that the revocation of the treaty was formally announced to the Court of Directors, or the Secret Committee; and by them the despatch must have been transmitted to India as it then stood. Lord Auckland was bound to follow out the instructions he so received; and what the tenor of those instructions was, must be inferred from the letter of the Governor-General to the King of Oude.*

Lord Dalhousie, in his Minutes recorded in the Oude Blue-book, speaks of the real and extended nature of the home despatches of 1838 never having been communicated to the King. This is scarcely credible, since Lord Auckland

* Papers, pp. 149, 239—240.

(who is now dead) was not recalled till 1842, that is, four years subsequently. It is quite clear that the Court of Directors must have been acquainted with the proceedings of their own servant, the Governor-General, in the matter. There is indeed great doubt expressed by the most eminent writers as to whether a Sovereign power, which by the medium of a subordinate delegate or ambassador has concluded a treaty with another power, is not absolutely bound by the ratification given thereto by such ambassador. (*Vide Wheaton, lib. 3, cap. 2, passim, and the authorities there cited.*) There is no doubt whatever of the duty of a power so refusing to ratify, immediately to communicate such a refusal most explicitly and fully to the other contracting party. That the East India Company in the case of the treaty with Oude in 1837, however far they may not have intended such a *suppressio veri* to occur, as no doubt did happen, did know of the facts of the case, we can scarcely doubt. During all the years which elapsed between 1838 and 1855, they condoned the omission. They cannot, therefore, now be permitted, on any principle of law, either ordinary or international, to set up the *laches* of their own accredited agent in their own favour. Were such a line of conduct to be permitted, the result would be that the most solemn and sacred treaties might at any moment be either upheld or repudiated, as best might suit the then paramount convenience of the stronger power. We have spoken thus fully of the treaty of 1837, because we know from indisputable authority that up to 1855 no English official in Bengal ever thought the treaty was anything but existing and valid as to the powers of the Company to enter on temporary occupation of portions of Oude when emergency should arise. Such also was the impression existing in the minds of the King and his advisers. It is for the Company and Lord Dalhousie to refute our statements, or to disprove our inferences.

However the question of the conduct of the East India

Company in regard of the treaty of 1837, may be regarded, one conclusion is at all events certain. Either the treaty was valid in 1855, or it was not. If it was valid, then the Company were bound to adopt the specific course therein dictated,—if it were not valid, then they had no right to interfere, as they did, *proprio motu*, for it was to confer this power on them, though in a restricted sense, that the treaty of 1837 was framed.

It now remains for us to consider the minute of Lord Dalhousie recorded on the 18th of June, 1855,† founded as it is more directly and principally upon the evidence contained in the Report of General Outram, the principal conclusions of which we have before quoted. To this evidence itself we will first particularly advert, inasmuch as the other members of Council who supported Lord Dalhousie's views and conclusions, grounded their respective minutes upon the same basis.

When a case has been judged from *ex parte* evidence, the only resource for defence left to the party accused, is to carefully examine the evidence so adduced and acted on, and from it to draw such inferences, and extract such admissions as may be deducible and best selected.

1. We may examine and remark upon the characters and situations of the witnesses:—

Here the witnesses, whose testimony is used against the King of Oude, are all of them English. One set of them are English magistrates resident upon the frontier of Oude, and dependent upon the East India Company, whose chief representative at Lucknow had the conduct of the case against the King. This officer endeavoured, according to his own admission, to obtain from them, under pretext of asking their opinions as to the efficacy of the frontier police, statements as to the increase of crime in Oude.* In this he failed, as he admits (p. 45), and nothing whatever of positive evidence against the King, is to be found in their

* Papers, p. 147.

† See Colonel Outram's Letter, page 12.

reports. The other set of witnesses are English officers in the employ of the King of Oude himself. These officers, although holding commissions from the King, do not seem to have thought it unworthy of them to act as spies to the British Government, and write reports *in confidence* (p. 66) to Captain Hayes, the Assistant Resident at Lucknow. Their evidence must, therefore, be regarded with the suspicion which necessarily attaches to all witnesses giving evidence under such antecedents.

The fact of the Paymaster-General plundering the soldiers of their pay—a circumstance loudly complained of by Captain Orr—fully accounts for a very probable bias in the minds of military commanders who are witnesses. On this point, it is very remarkable that neither any English civilian's nor any native individual's testimony whatever is adduced, as against the King of Oude. The only other testimony whatever are extracts from diaries transcribed from the reports of the native news-writers, a class of reporters described (in page 35) as utterly untrustworthy, and ready for a bribe to *suppress* anything in the way of information. The credence to be given to *any* statements *whatever* proceeding from such persons, or to any returns based upon their reports, is, from this same reason, most problematical. When the evidence of the witnesses itself is examined, it will be found to contain an immense proportion of accusations, grounded wholly upon hearsay, floating rumours, and what the writer has understood to be the case in certain instances. Reviewing, therefore, the character and positions of the witnesses, and the circumstances attendant on their giving testimony render the conclusion obvious—

That the English testimony comes from a quarter which, although highly respectable, is, from the very nature of the case itself, unsatisfactory and inconclusive.

2. There are great and manifest discrepancies in the evidence as it stands. As to the increase of crime Major Troup (p. 57) states that in the district of Sultanpore

"crime has increased." Captain Bunbury (p. 58) states, of the *same district*, that "as to crime and atrocity which "used to be so rampant in Oude, such has been greatly "checked;" while Captain Patrick and Captain Alexander Orr regard the state of crime as neither increasing nor decreasing. Mr. Edmonstone in Futtehpore on the frontier, cannot determine the increase or decrease of crime; Mr. Le Bas in Juanpore thinks dacoitee decreased, and that there has been a decided improvement within the last few years; Mr. Chester of Goruckpore shows statistically that frontier crime is on the decrease; Mr. Spankie considers the state of criminal society permanent. Again, with regard to the character of an individual. A person named Agaie Alee Khan being Nazim of Sultanpore had received letters of recommendation from a former Resident at Lucknow, Colonel Sleeman. Colonel Outram (p. 24) states, that "Major Troup, Captain Bunbury, and Captain Patrick Orr, all concur in reflecting on the conduct" of this man, and their statements against him are very strong, and accuse him of all sorts of oppression, crime, and harbouring criminals. Captain Alex. Orr, on p. 66, goes further, for he says that Colonel Sleeman was deceived in Agaie's character, so also were Mr. Tucker and Mr. Lowther, both English Commissioners, but who gave him letters of recommendation. Captain Bunbury also admits the favour which Agaie Alee has found with Mr. Tucker. But Mr. Le Bas, the English magistrate on the frontier, speaks of this very man as the Nazim of Sultanpore, "who has always shown power and willingness to assist "me in every way. Wherever anything has occurred the "Nazim has always been ready to do what I have asked, "and has never shown any disposition to screen or encourage offenders." But these very discrepancies again raise the query, why was no English evidence called? Where are Mr. Tucker and Mr. Lowther? Is it not because they would have shown still farther the hearsay character of these reports.

From what has been shown to exist in the report on the above head, we may fully conclude *that suspicious as the testimony itself is, it contains discrepancies between the witnesses.*

3. The manner in which General Outram has, in one instance above referred to, endeavoured to get over the discrepancies which exist in the evidence, and to fortify his own views, requires particular mention. The weight of evidence being clearly against the increase of crime in Oude, General Outram has recourse to a series of tables, drawn up from the *diaries*, which, as before said, were compiled from the news writers' reports,—men utterly worthless,—and takes the average of crime from them as being *conclusively proved* (p. 36) as *increasing*. Again, as to the character of Agaie Alee Khan, General Outram, who must have known sufficiently of the facts of the case to have obtained full information from the British functionaries in Oude themselves to have called on them for the full truth, slurs over the fact of their having given Agaie letters of recommendation, by saying in a foot note to p. 24 that this man was unfaithful to his king; but anxious to cultivate the good opinion of the English functionaries, whom he has succeeded in deceiving. These facts show, at all events, the *animus* with which the Resident's Report was framed. But the evidence given is unsatisfactory in another point of view. General Outram sums up the case of oppression and cruelty as existing in Oude, as conclusively proved. But, then, in no way can emigration from Oude be shown to exist. Emigration from a country full of oppression and wrong, follows naturally on the part of the persons oppressed. But the frontier magistrates, and the officers of the Oude regiments themselves, admit that emigration does not take place from Oude. General Outram accounts for this on the authority of Major Troup (p. 45), by alleging the extreme attachment of the people oppressed to their country. But he goes on to state that "the middle and

“ agricultural classes especially, who might otherwise be driven to emigrate, obtain, indirectly, the protection of the British Government, to such an extent as preserves them from the necessity of having recourse to the extreme measures of abandoning their birthright.” (P. 45.) And further, in p. 67 Captain Alex. Orr says, “ The poor, I am happy to say, generally find friends in the European officers, and with them are pretty sure to find redress and protection.” The middle, and the agricultural, and the poor classes, being thus all provided with British protection and redress, the question naturally occurs, who was there left in Oude to suffer such vile oppression? But when oppression is thus spoken of it means oppression for the purpose of extorting extra revenues from the suffering people. Now, not to speak of the extremely unsatisfactory nature of the evidence adduced as to the extent of the Oude revenues, evidence received at second and third hand,—taken simply, in many instances on guess-work, and in others resting simply on the known revenues of periods long previous,—it is a very extraordinary fact that Captain Alexander Orr states at p. 69, that the very Nazim Agaie Alee Khan, who is held up as the type of the Nazims of Oude generally for his gross misconduct, has but one fear, and that is not of the King and Minister, but “ of the Residency.”

The Blue-book, however, does contain the account of an attempt made by the King's Minister to obtain the advice of the Resident as to the best means of repressing disturbances in a district which refused to pay taxes, and to *maintain tranquillity*. This is contained in a note of an interview on 13th Feb. 1855, given at p. 10. It is also to be observed that all this alleged oppression existed under the “ *amanee* ” system,—a system which had actually been forced upon the Government of Oude, by successive Residents and Governors-General of India, who must be held, therefore, responsible for their share of the consequences. Now Captain Orr's Report, which mentions the

fear of the Residency, as powerful with the Nazims, is dated 9th Jan., 1855; and yet a month later, when the Minister asked the Resident's advice upon a subject connected with taxation, rebellion, and it might be inferred, of oppression (according to his own statement), the only answer he received was a demand for full particulars of the revenue thence derived; and General Outram refused to interfere till furnished with the particulars of the resources and expenses of the Durbar.

Still further, the whole of the evidence, or at least by far the larger portion of it, relates solely to the occurrences in one district of Oude, that of Sultanpore. The only other district named in the Reports is that of Gondah, the management of which, at p. 69, meets with great praise from Capt. A. Orr. So that the occurrences in one district are *assumed* to exist in every other; and were the fact so it would have been equally easy to obtain similarly furnished evidence from officers quartered in those localities.

The third conclusion to be arrived at is, *That the inquiry was prosecuted with a foregone conclusion in the mind of General Outram, that things are brought forward as facts without a sufficient basis; that the testimony furnished is inconsistent and inharmonious, as a whole; and that assertions are made as to facts, the results of which do not coincide with general experience, as, for example, where cruelty and oppression are said to exist, no emigration is shown to ensue.*

4. Inasmuch as the consequences of the Report so made, based upon evidence so obtained and received, have been visited upon the King personally, it is to be asked whether any admissions occur in his favour. At p. 16, Colonel Sleeman is quoted, as stating that in matters of finance the King was deceived by the fraudulent conduct of his Minister; but as regards the King himself, he is, on the same authority, stated to be (p. 18) anxious to meet the wishes of the British Government, to have

established the frontier police, and supporting useful institutions for the benefit of Europeans, at a large outlay. Again, as to the existence of crime being properly reported, Capt. P. Orr admits (p. 61) that the Durbars seldom hear of the atrocities committed in the rural districts. Lord Dalhousie, in his Minute (p. 170), fully endorses the favourable testimony borne by Colonel Sleeman and General Outram to the personal friendliness of the King towards the British Government; and in p. 184 this very disposition on the part of the King and his predecessors is made an argument against annexation. The language held by General Low, in his recorded Minute (pp. 225-6), is still stronger, since, from his personal knowledge of the last five princes of Oude as faithful friends—allies always ready to assist the British Government with money, as in 1815 and in 1842; and also with elephants and other stores for troops. The blame then should be laid upon the Minister; and yet in the note of the only interview we hear between the Minister and the President, the earnest requests of the former for assistance and advice are met with a demand for information by the latter which the Minister felt it his duty to refuse.

It may be concluded, then, that *from the admissions directly made in the Blue-book, the King himself was a person of sufficient character to protect him from being so personally despoiled of his kingdom which his servants had mismanaged.*

The immediate Report of General Outram, based, as we apprehend it to be, upon evidence at least uncertain and inconclusive, is sought to be supported in its authority by somewhat lengthy references to the Reports of prior Residents at Lucknow, and to the proceedings of preceding Governors-General. Lord Dalhousie says,* that in consequence of the then Resident's representations, Lord William Bentinck, as Governor-General, addressed

* Papers, p. 155.

a threatening warning to the King of Oude. It is extremely easy to state bare facts, as they appear recorded in official documents; but, surely, the well-considered details of such matters, given by impartial and accredited historians, after extensive investigation and research upon the subject, must be taken as good evidence *per contra*, for all purposes of justice. Let us, therefore, for one moment advert to the real facts attendant upon this repeatedly quoted interference with the King of Oude by Lord William Bentinck, in 1831. Hakim Mehdi, a Minister of ability, had been dismissed by the King, Nasir-ood-Deen, but afterwards restored. He introduced considerable reforms, improved the finances, diminished the expenses, and checked corruption. Such reforms, from the nature of the persons whom they were to affect, necessarily proceeded but slowly. The kingdom, however, was ameliorated, but the Resident still represented it to be in so incurable a stage of decline as only to be saved by the assumption of the administration for a season.* It was under these circumstances that Lord W. Bentinck addressed himself to the King, in 1831. The effect was satisfactory; but when the Minister again applied to the Resident for counsel and support, he was refused, and the refusal supported by the Governor-General.†

After this interference by Lord William Bentinck, comes a period reaching to 1839, of which little is said; but during which the treaty of 1837 was made and ratified. Of this treaty we have already said enough, save to remark that in page 155 the date is given of the receipt by Lord Auckland of the despatch, finally annulling the proposed measure, namely, October, 1839; but it is not pretended that this was ever communicated to the King.

“From 1839 to 1847,”‡ says Lord Dalhousie, “three

* Mem. on Oude Affairs, by Mr. Maddock. Report Committee House of Commons. Pol. App. vi., No. 28.

† See Mill 9, p. 373.

‡ Papers, p. 156.

“ kings successively sat upon the throne of Oude ; but
“ the state of the province, in the last-mentioned year,
“ was in no respect better than it had been at any
“ previous period, in spite of the earnest advice and
“ solemn warnings repeatedly offered to the King, and
“ urged by the authority of the Supreme Government.”
With regard to this period we would merely ask, why is no mention made of the important fact that it was then that the highly important force of the Oude frontier police was organized and supported by the reigning King, and has ever since existed. Neither is the Report of Mr. Davidson, the succeeding Resident at Lucknow, known as it was and is to have been favourable to the state of the country, in any way alluded to. This seems to us to be scarcely a fair treatment of present individual interests upon so important a question.

But more than this, the interference of Lord Hardinge, in 1847, is passed over as briefly as possible. The letter sent to the King of Oude, and the interview held with him by Lord Hardinge, were both, in fact, based upon the supposed Treaty of 1837, as shown by the extract of his Lordship's letter before given. But we can go further, shortly after that time a proposition was made by the King, to assimilate the internal jurisdiction and economy of some of his frontier provinces to that of the Company's territories ; the plan was drawn up, approved by the King, sent to Calcutta, and refused, because it did not at once apply to the whole kingdom of Oude. Yet all this, although a matter in which the British officers of the Lucknow Residency were employed, is completely omitted in Lord Dalhousie's statement. And yet, where it is thought useful, Colonel Richmond's Reports are quoted against the ruler of Oude, he having been Resident in 1847. He was succeeded by Colonel Sleeman, of whose proceedings we shall have to speak more fully when we come to discuss the provisions of the Treaty of 1801.

It is clear that all these extracts from Reports quoted

by Lord Dalhousie, must be regarded as extracts made for a purpose, namely, to support an *ex parte* case. We do not for one moment impugn their accuracy. But we do assert the right of any person accused of any wrong to have the whole of the depositions given against him set forth, and not to be presented for condemnation upon passages simply therefrom selected by the prosecutor.

The summing up of the whole charge against the King of Oude is taken by General Outram from the words of Colonel Sleeman, as contained in the Report made by the latter in 1851. Lord Dalhousie adopts the conclusion as his own, and thus the sentence runs :—

“ Fifty years of sad experience have shown that the hopes in which the Treaty of 1801—that Sovereigns of the reigning family of Oude would be disposed, and able, to form and carry out, by means of their own officers, a system of administration calculated to secure life and property, to promote the welfare and happiness of the people of Oude, and to render the alliance with the British Government, who were to protect those Sovereigns from all foreign and domestic enemies, if not honourable to that Government, at least irreproachable—were altogether fallacious, and never can be realized.”*

This is a sweeping charge. The experience of fifty long years is appealed to in its support. How might the experience of those same fifty years have been called in aid by the King of Oude. Would it not have been to show that during that period Kings of Oude had in 1814 and 1815 † lent to the British Government two millions sterling to carry on the Nepaul war—had in 1825 in the Burmese and Bhurtpore wars advanced a further million sterling, ‡ reserving the interest to be paid solely as the pensions of Oudean stipendiaries—had in 1829 lent the British Government 624,000*l.* § more, again naming members of the Royal family of Oude as recipients of the

* Papers, p. 168.

† Treaties, p. 86.

‡ Treaties, p. 88.

§ Treaties, p. 89.

interest thereof—had in 1833 intrusted that same Government with 30,000l.,* as trustees to pay the interest for ever to the poor of Lucknow—and, even so late as 1842, had furnished 440,000l.† more to help Lord Ellenborough to retrieve the disasters of Affghanistan? ‡ That during those fifty years in the times of the Company's wars the Kings of Oude had furnished the Company with elephants and other most necessary stores; had established an excellent frontier police; had always been faithful and true allies, even in the vast turmoil of the Sikh campaign; and in all measures depending upon a native Prince, which relate exclusively to the interest of the paramount State, had always been unusually attentive and efficient. § That, time after time, under Lord Moira, || under Lord William Bentinck, ¶ under Lord Hardinge, and even under Lord Dalhousie himself,** advice and assistance was sought of the British Government by the rulers of Oude, and either refused by the Resident, or forbidden by the Governor-General.

We do not plead these facts as (in legal phraseology) a kind of moral set-off; still less do we state them as matters *in misericordiam*. We only bring them forward as reasons for our readers to distrust *ex parte* statements, and to adopt for themselves the safe and sound maxim, "*audi alteram partem*," before any judgment be definitively pronounced upon a case.

And with regard to the loans we have just mentioned it must be remembered that, in commutation of the million sterling lent by Oude in 1815, a defined territory was assigned to the King, taken from the Ghoorkha lands just conquered by the Company.†† The Treaty of Cession contains no stipulations like those of 1801 as to Govern-

* Treaties, p. 91.

† Papers, 226.

‡ See also Parliamentary Return of money owing, in 1855, to the King of Oude from the Company, printed 14th March, 1856.

§ Papers, p. 226.

|| 8 Mill's History of India.

¶ 9 Mill, p. 373.

** Papers, p. 10.

†† Treaties, p. 86.

ment. Surely, then, the declaration, that the latter treaty is dissolved by reason of the mismanagement of the kingdom of Oude, cannot be held to apply to property acquired fifteen years afterwards on specific and personal ground by a subsequent king.

There only now remains the question of the right of Lord Dalhousie's Government to abrogate the Treaty of 1801.

In the Minutes recorded upon the subject by Lord Dalhousie, * Mr Dorin, and Major-General Low, the argument is based upon the failure by the King of Oude of attention to, or observation of the duty entailed upon his predecessors and himself in 1801, of carrying on a proper system of Government. We defer comment upon this argument till we make reference to a subsequent Minute.

The next Minute, † that of Mr. Grant, is a very elaborate and comprehensive argument. This argument does, in fact, divide itself into two heads :—

First, That the Treaty of 1801 was an arrangement authorized, and alleged to be authorized by no treaty, but to which the Nawaub was forced to yield. And that, although the obligation of the Nawaub to pay the subsidy sprang from treaties, Lord Wellesley's right to secure payment of the subsidy sprang from no treaty, *i.e.*, that no territory had been hypothecated for such payment.‡

In answer to this argument, while we perfectly admit that no territory had been specifically hypothecated, we will quote, as to Lord Wellesley's right to secure the payment of the subsidy, the Eleventh Article of the Treaty concluded by Sir John Shore with the Nawaub of Oude, in 1798§ :—

“ As the payment of the Company's troops in Oude
“ depends upon the regular discharge of the subsidy,
“ stated in the second and third articles of this treaty, the

* Papers, pp. 182, 191, 197.

† Papers, p. 199.

‡ Papers, p. 204.

§ Treaties, p. 73.

“ said Nawaub engages to exert his utmost endeavours to
 “ discharge the stipulated kist with punctuality; but, if
 “ contrary to the sincere intentions and exertions of the
 “ said Nawaub, the payment of the kist shall fall into
 “ arrears, the said Nawaub, Ali Khan, engages and
 “ promises that he will then give such security to the
 “ Company for the discharge of the existing arrears, and
 “ the future regular payment of the kists, as shall be
 “ deemed satisfactory.”

Surely such a stipulation as this, in an antecedent treaty, was sufficient to enable a Governor-General to call for a distinct security, or means of payment, to be given to the Government of India. That such a step was necessary appears from the statements of Mr. Mill. That political considerations had weight at the time no one can deny:—

“ It cannot be denied that the political interests of the
 “ British Government strongly recommended the appro-
 “ priation of the ceded provinces. Continued punctuality
 “ in the payment of the subsidy was an evident impossi-
 “ bility, from the diminishing resources of the Nawaub,
 “ and the subsidiary force must have been reduced or
 “ disbanded, or kept up at the Company's cost. The
 “ condition of the districts in the Dooab was also a sub-
 “ ject of uneasiness, as, in the event of a collision with
 “ the Mahrattas, the movements of the British armies
 “ would have been embarrassed by the necessity of holding
 “ in check a disorganised and turbulent population. The
 “ readiest method of preventing such results was the
 “ establishment of the British authority in the territories
 “ in question, the maintenance of order, and the applica-
 “ tion of the revenues to the payment of the subsidiary
 “ force.”†

Upon these grounds the historian rests the vindication of the annexation Treaty in 1801.

Secondly, Mr. Grant argues ‡ that the Soubahdars of Oude were never sovereign princes in their own right, and

* Mill. Ed. 1845, Vol. VII., p. 164.

† Papers, p. 216.

that they never threw off their allegiance to the Emperor of Mogul; therefore, he says, when the British Government succeeded to the Empire of Mogul it acquired permanent dominion over Oude, by a double right.

The whole question of the originally paramount authority of the Emperor, and of its subsequent decline, has already been put before our readers in the earlier pages of this pamphlet. But with reference to that portion of Mr. Grant's argument which relates to the *status* of the King of Oude,* we must remark that, in 1819, the "ruler of Oude, with the approbation of the British Government, changed his title from that of Vizier (or Nawaub) to that of King of Oude, and his Majesty was crowned in due form." A new and much more independent sovereignty was thereby conferred upon the ruler of Oude. And this occurred between the Treaty of 1801 being made and the period of Mr. Grant's Minute. We are content to rest our statement for the present upon the authorities of Mr. Mill's History, and of the Marquis of Hastings himself, the very Governor-General who sanctioned the change:—

"He (the King of Oude) now holds his dominions in independent sovereignty; as Nawaub he exercised only a delegated sway, which the British Government, as representing that of Delhi, had the right to resume at its own discretion. Names are sometimes as real as things, and the King of Oude is not for any purpose the same as the Nawaub Vizier. † It was expedient to sow dissension in this manner between the rival Kings of Delhi and Oude, in order to prevent co-operation against the English, but to preserve his relations as towards the English Government." ‡

We apprehend that these special arguments of Mr.

* Treaties, p. 87.

† 8 Mill, 505.

‡ "Summary by the Marquis of Hastings of the Operations in India, and their Results. Printed for the Proprietors. June, 1824."

Grant are fully met by the extracts and authorities which we have given.

We submit that they conclusively show that the circumstances which are said to have justified Lord Wellesley's proceedings in 1801 were by no means analogous to those which existed in 1855, and that the interests of the Company in the latter year were different from those which the measure of the former period was specifically designed to defend. Neither do we admit that in 1855 the King of Oude stood in the same position to the Company that the Soubahdars of Oude may originally have held towards the Emperor of Mogul. Stripped of these special arguments, Mr. Grant's whole plea for annexation rests upon the violation of the 6th art. of the treaty of 1801.

The point which remains to be considered is that which is raised somewhat incidentally in the Minutes of Lord Dalhousie, Mr. Dorin, Major-Gen. Low, and Mr. Grant, but which forms the principal ground of argument in the recorded Minute of Mr. Peacock.*

Mr. Peacock argues, on the authority of Vattel, "That "a nation may obtain a perfect right by treaty; and that "a breach of a contract or treaty is an injury which confers "upon *the injured nation* a right to resort to force for the "purpose of obtaining *her rights*." Every one acquainted with the Advocate-General of Bengal must admit the great authority which attaches to the opinion of so eminent a lawyer. But we still venture to submit that his arguments and conclusions are not applicable to a case like the present.

Let us first consider the condition of the contracting States to the Treaty of 1801, after the ratification thereof. No one who carefully peruses that Treaty, together with Lord Wellesley's own memorandum† as to its meaning; can, we think, for one moment deny that the State of Oude was an independent State for all purposes of *political* relations

* Papers, p. 228.

† Treaties, p. 81, 83.

with the English Government. The Vizier's authority was upheld to the fullest extent within his reserved dominions. Oude paid the English no tribute and no subsidy. The English Government might offer advice through its Ambassador or Resident at Lucknow, but there its power of immediate interference terminated. Under these circumstances, we apprehend that "the rights" of which Mr. Peacock speaks acquired under that treaty by the English Government were of two kinds. The first may be called positive rights—namely, the right of absolute possession of the ceded districts and full control of the same.* Mr. Peacock very truly observes, that had the Ruler of Oude refused to make the concession agreed upon, had he failed to carry out the establishment of the Company's authority in these lands, it would have placed the Company in the position of an injured party to the treaty, and the Company would have been justified in resorting to force to obtain their positive rights. But we also apprehend that the "rights" which the Company are said to have acquired, and, therefore, to be justified in enforcing, under the sixth article, were *relative* rights, and not positive. By the term "relative rights" we mean such as would be infringed by any conduct on the part of the Vizier of Oude which should place in peril the safety of the Company's possessions. Should the Company's territory or power be placed in jeopardy by the non-observance of that sixth article, then we perfectly admit that interference would be justifiable. But how stands the case upon the evidence contained in the Company's own Blue Book? There is no complaint of any aggression by the people of Oude or their rulers upon the territories or property of the Company. The evidence of the magistrates on the frontier is decidedly the other way. At all events, the Oude frontier police † are everywhere spoken of in the

* Papers, p. 229.

† We may here observe that Lord Dalhousie's argument, that under the treaties no English officers could be employed in Oude, is refuted

highest terms as to their efficiency. Neither is there any allegation of British subjects resident in Oude being in any way oppressed. Still less is there any appeal from an oppressed native population to our Government for succour and relief. No suspected intrigue is alleged to have existed between the Kings of Oude and other native powers inimical to the Company's interests. No subsidy or tribute was due; on the contrary, the English Government were somewhat heavily indebted to the King's treasury. Had any one of these features existed in the Oude case we would have admitted Mr. Peacock's conclusion, that certain "rights" of the Company had been infringed so as to cause an injury to the Company which might be repaired by force. We say that the Company had sustained no such injury of their *rights* whatever. The cases cited in Mr. Wheaton's work on International Law,* as justifying external interference with the internal affairs of individual States fully support the position we have advanced.

The conclusion at which we arrive as to the Treaty of 1801 is this, that even admitting for the sake of argument the truth and accuracy of the evidence adduced by the Governor-General of India against the King of Oude, no infringement of that treaty, as against the East India Company, had been committed by the King, which, according to the rules of international law, could justify the abrogation of the treaty, still less the armed occupation and annexation of the kingdom of Oude.

We will even go further, and say, that no case has been made out of the necessity of English interference for the purposes of conferring benefit on the population of Oude. This may seem a bold thing to say, but English views of Government as little agree with those held by Eastern

by the fact that it was with the full sanction of the Oudian authorities that the frontier police were, and always have been, commanded by English officers.

* See Part 2, cap. 1.

potentates as do the wishes and feelings of Indian native subjects coincide with the social ideas of happiness entertained by English communities. If any one will carefully peruse the history of Oude, as detailed in the authorized work of Mr. Mill, during the last fifty years, they will find uniformly that when the rulers of Oude were left to themselves the state of the country and the finances improved; but that when English interference meddled with the native polity, confusion and disappointment uniformly followed.

Oude is now annexed, however wrongfully and however unjustly. We do most earnestly protest against the measure itself and against the way in which it has been carried out. We deny alike its justice and its expediency; and as to the future condition of the people of Oude, we feel we cannot better conclude than in the almost prophetic words of Mr. Mill, who, speaking in his "History of India" of Lord W. Bentinck's threat, in 1831, to take possession, spoke almost prophetically of the events of 1855* :—

"Although recourse to such a violent mode of cure
 "might have been justified by the supposed extremity
 "of the case, yet, as we have already had occasion to
 "observe, it may be questioned if the case was as hopeless
 "as had been represented. The misrule of native princes
 "was no novelty in the history of India, but the deplorable
 "accounts of its effects in Oude seem to have been
 "repeated without investigation. That the sovereign
 "was dissipated and prodigal—that his favourites, whether
 "in the interior of his palace or in his Court, were extravagant
 "and corrupt—that the police was lax and inefficient—that
 "the system of farming the revenues and entrusting the farmers
 "with discretionary power was pregnant with gross abuses,
 "and productive of exaction and oppression—that the landholders
 "were driven by it to occasional resistance, which the unaided force of the
 "Government was unable to overcome—and that in many

* 9 Mill, 375—7.

“ parts, particularly on the borders, bands of marauders
 “ plundered the peaceable inhabitants, both of Oude and
 “ the territories of the Company, with impunity,—all
 “ these things might be perfectly true, but it did not
 “ therefore follow that the people at large were intoler-
 “ ably burdened, or that the country was in a state of
 “ irremediable anarchy or incurable decline. We have
 “ evidence to the contrary, and the frequent assertions of
 “ ocular witnesses are on record, that Oude was in as
 “ prosperous a condition as the Company’s own pro-
 “ vinces;* and that whatever grievances the people might
 “ endure, they considered them light in comparison with
 “ the unrelenting pressure of the revenue system of their
 “ neighbours or the wearisome and vexatious processes of
 “ their courts of justice. Certain it is, that the subjects
 “ of the King of Oude never showed any disposition to
 “ seek a refuge from their miseries in the contiguous
 “ districts under British rule, and that the tide of emigra-
 “ tion, so far as it influenced the undulation of the popu-
 “ lation, was more inclined to set in an opposite direction.
 “ At any rate, whatever might be the condition of the
 “ people, and however susceptible it might be of allevia-
 “ tion, there was no reason to believe that its improve-
 “ ment was alone to be secured by their transfer to foreign
 “ domination. The Governor-General had power by
 “ treaty, and the right, to dictate to the Government of
 “ Oude the course to be followed. The right was not
 “ only recognised, but its exercise was requested, and
 “ yet, with a strange and incongruous perversity, the
 “ interference was withheld, as if it had been the policy
 “ of the British Government to create, by non-interference
 “ for preservation, a crisis which should warrant its inter-
 “ fering for the total subversion of the sovereignty.

“ The kingdom of Oude remains (1845) under the
 “ direction of a Government of which it may be justly

* Bishop Heber, vol. i., 374, 403; “Notes on Indian Affairs,” by
 the Hon. F. J. Shore, i., 156.